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A
✓ **TREATISE**
ON
THE LAWS
OF
Commerce and Manufactures,
AND
THE CONTRACTS
RELATING THERETO:
WITH
AN APPENDIX OF PRECEDENTS.

BY JOSEPH CHITTY, Esq.
OF THE MIDDLE TEMPLE, BARRISTER AT LAW.

VOL. IV.

LONDON:
PRINTED BY A. STRAHAN,
LAW-PRINTER TO THE KING'S MOST EXCELLENT MAJESTY;
FOR HENRY BUTTERWORTH, LAW BOOKSELLER,
7, FLEET STREET, BETWEEN THE TEMPLE GATES;
J. M. RICHARDSON, CORNHILL; BELL AND BRADFUTE, EDINBURGH;
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1824.

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TO

FOURTH VOLUME.



THIS Volume contains a Collection of Precedents applicable to Commercial Transactions, and which it is hoped will be found of practical Utility ; most of them are modern, and settled by the most eminent Conveyancers. The Treaties and Forms more particularly applicable to Foreign Commerce will be found in the concluding Part of the Second Volume.

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APPENDIX

OF

TREATIES AND FORMS

APPLICABLE TO THE
FIRST AND SECOND VOLUMES.

CHAP. I.

[There are no Forms applicable to this Chapter.]

CHAP. II.

The Treaties.

FRANCE. (1)

13 Art. (2) **T**HE island called Newfoundland, with the adjacent islands, shall, from this time forward, belong of right wholly to Britain ; and to that end the town and fortress of Placentia, and whatever other places in the said island are in the possession of the French, shall be yielded and given up, within seven months from the exchange of the ratifications of this treaty, or sooner if possible, by the Most Christian King, to those who have a commission from the Queen of Great Britain for that purpose. Nor shall the Most Christian King, his heirs and successors, or any of their subjects, at any time hereafter lay claim to any right to the said island and islands, or to any part of it, or them. Moreover it shall not be lawful for the subjects of France, to fortify any place in the said island of Newfoundland, or to erect any buildings there, besides stages made of boards, and huts necessary and usual for drying of fish ; or to resort to the said island beyond the time necessary for fishing and drying of fish. But it shall be allowed to the subjects of France, to catch fish, and to dry them on land in that part only, and in no other besides that, of the said island of Newfoundland, which stretches from the place called Cape Bonavista, to the northern point of the said island, and from thence running down by the western side, reaches as far as the place called Point Riche. But the island called Cape Breton, as also all others, both in the mouth of the river of St.

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FRANCE.

Treaty of Peace
and Friendship,
between Great
Britain and
France. Signed
at Utrecht, the
31st March,
11th April, 1713.

(1) As to treaties in general, see ante, 1 vol. 29—38. to 47.; construction of them, id. 44. 627.; and as to the treaties between Great Britain and France in particular, and the decisions upon them, see ante, 1 vol. 616.
(2) Renewed by Article 5. of the Treaty of Paris, 1763.

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Lawrence, and in the gulph of the same name, shall hereafter belong of right to the French ; and the Most Christian King shall have all manner of liberty to fortify any place or places there.

Done at Utrecht, ^{31st March,}
11th April, 1713.

Signed JOHN BRISTOL, C. P. S. (L. S.)
STRAFFORD, (L. S.)

HUXELLES, (L. S.)
MESNAGER, (L. S.)

In a treaty of navigation and commerce, between Anne Queen of Great Britain, and Lewis XIV, concluded at Utrecht, in 1713, it was agreed :
“ That it shall be free for their royal majesties, for the advantage of their
“ subjects trading to the kingdoms and dominions of the other, to consti-
“ tute national consuls (1) of their own subjects, who shall enjoy that right
“ and liberty which belongs to them, by reason of the exercise of their
“ functions ; but as to the places where such consuls are to be appointed,
“ both sides shall afterwards agree between themselves.”—(*Supp. Art.*)

Definitive Treaty
between Great
Britain and
France and
Spain. Signed at
Paris, the 10th
February 1763.

5. (2) THE subjects of France shall have the liberty of fishing and drying on a part of the coasts of the island of Newfoundland, such as it is specified in Article XIII. of the Treaty of Utrecht ; which article is renewed and confirmed by the present treaty (except what relates to the island of Cape Breton, as well as to the other islands and coasts in the mouth and in the Gulph of St. Lawrence). And His Britannic Majesty consents to leave to the subjects of the Most Christian King the liberty of fishing in the Gulph St. Lawrence, on condition that the subjects of France do not exercise the said fishery, but at the distance of three leagues from all the coasts belonging to Great Britain, as well those of the continent, as those of the islands situated in the said Gulph St. Lawrence. And as to what relates to the fishery on the coasts of the Island of Cape Breton out of the said Gulph, the subjects of the Most Christian King shall not be permitted to exercise the said fishery, but at the distance of fifteen leagues from the coasts of the Island of Cape Breton ; and the fishery on the coasts of Nova Scotia or Acadia, and every where else out of the said Gulph, shall remain on the foot of former Treaties.

6. The King of Great Britain cedes the Islands of St. Pierre and Miquelon, in full right, to His Most Christian Majesty, to serve as a shelter to the French fishermen : and His said Most Christian Majesty engages not to fortify the said islands ; to erect no buildings upon them, but merely for the convenience of the fishery ; and to keep upon them a guard of fifty men only for the police.

Done at Paris, the 10th of February 1763.

Signed

BEDFORD, C. P. S. (L. S.) CHOISEUL, DUC DE PRASLIN, (L. S.)
EL MARQ. DE GRIMALDI, (L. S.)

Definitive Treaty
between Great
Britain and
France. Signed
at Versailles,
23d September
1783. (3)

4. His Majesty the King of Great Britain is maintained in His right to the island of Newfoundland, and to the adjacent islands, as the whole were assured to him by the Thirteenth Article of the Treaty of Utrecht ; excepting the Islands of St. Pierre and Miquelon, which are ceded in full right, by the present Treaty, to His Most Christian Majesty.

5. His Majesty the Most Christian King, in order to prevent the quarrels which have hitherto arisen between the two Nations of England and France,

(1) Consules nationales ex subjectis suis of Versailles, 1783.
instituere.

(2) Renewed by Article 6. of the Treaty (3) Renewed by Article 13. of the Defini-
tive Treaty of Paris, 1814.

consents to renounce the right of fishing, which belongs to Him in virtue of the aforesaid Article of the Treaty of Utrecht, from Cape Bonavista to Cape St John, situated on the eastern coast of Newfoundland, in fifty degrees North latitude ; and His Majesty the King of Great Britain consents on His part, that the fishery assigned to the subjects of His Most Christian Majesty, beginning at the said Cape St. John, passing to the north, and descending by the western coast of the Island of Newfoundland, shall extend to the place called Cape Raye, situated in forty-seven degrees, fifty minutes latitude. The French fishermen shall enjoy the fishery which is assigned to them by the present Article, as they had the right to enjoy that which was assigned to them by the Treaty of Utrecht.

6. With regard to the fishery in the Gulph of St. Lawrence, the French shall continue to exercise it conformably to the fifth Article of the Treaty of Paris.

Done at Versailles, the 3d of September, 1783.

Signed MANCHESTER, (L.S.) GRAVIER DE VERGENNES, (L.S.)

The King having entirely agreed with His Most Christian Majesty upon the Articles of the Definitive Treaty, will seek every means which shall not only ensure the execution thereof, with His accustomed good faith and punctuality, but will besides give, on His part, all possible efficacy to the principles which shall prevent even the least foundation of dispute for the future.

British Declaration, signed at Versailles, 3d of September 1783.

To this end, and in order that the fishermen of the two nations may not give cause for daily quarrels, His Britannic Majesty will take the most positive measures for preventing His subjects from interrupting, in any manner, by their competition, the fishery of the French, during the temporary exercise of it which is granted to them, upon the coasts of the Island of Newfoundland ; and He will, for this purpose, cause the fixed settlements which shall be formed there, to be removed. His Britannic Majesty will give orders, that the French fishermen be not incommoded, in cutting the wood necessary for the repair of their scaffolds, huts, and fishing vessels.

The Thirteenth Article of the Treaty of Utrecht, and the method of carrying on the fishery which has at all times been acknowledged, shall be the plan upon which the fishery shall be carried on there ; it shall not be deviated from by either party ; the French fishermen building only their scaffolds, confining themselves to the repair of their fishing vessels, and not wintering there ; the subjects of His Britannic Majesty, on their part, not molesting, in any manner, the French fishermen, during their fishing, nor injuring their scaffolds during their absence.

The King of Great Britain, in ceding the Islands of St. Pierre and Miquelon to France, regards them as ceded for the purpose of serving as a real shelter to the French fishermen, and in full confidence that these possessions will not become an object of jealousy between the two nations ; and that the fishery between the said Islands, and that of Newfoundland, shall be limited to the middle of the channel.

Given at Versailles, the 3d of September 1783.

Signed MANCHESTER, (L.S.)

The principles which have guided the King, in the whole course of the negotiations which preceded the re-establishment of peace, must have convinced the King of Great Britain, that His Majesty has had no other design than to render it solid and lasting, by preventing as much as possible, in the four quarters of the world, every subject of discussion and quarrel. The King of Great Britain undoubtedly places too much confidence in the uprightness of His Majesty's intentions, not to rely upon His constant attention

French Counter-Declaration, signed at Versailles, the 3d of September 1783

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FRANCE.**

to prevent the Islands of St. Pierre and Miquelon from becoming an object of jealousy between the two nations.

As to the fishery on the coasts of Newfoundland, which has been the object of the new arrangements settled by the two Sovereigns upon this matter, it is sufficiently ascertained by the fifth Article of the Treaty of Peace signed this day, and by the Declaration likewise delivered to-day, by His Britannic Majesty's Ambassador extraordinary and Plenipotentiary: and His Majesty declares, that He is fully satisfied on this head.

In regard to the fishery between the Island of Newfoundland, and those of St. Pierre and Miquelon, it is not to be carried on, by either party, but to the middle of the channel, and His Majesty will give the most positive orders, that the French fishermen shall not go beyond this line. His Majesty is firmly persuaded that the King of Great Britain will give like orders to the English fishermen.

Given at Versailles, the 3d of September 1783.

Signed GRAVIER DE VERGENNES.

Treaty of Commerce, A.D. 1786.

France, in her Treaty of Commerce with England, concluded in 1786, stipulated,

"That it shall be permitted to Their Majesties respectively, to establish in the kingdoms and countries of each other, for the advantage of Their subjects who trade there, national consuls, who shall enjoy those rights, immunities and freedom, which belong to them in virtue of their duties and functions; and they shall afterwards agree concerning the places where the said consuls may be established, and also concerning the nature and extent of their functions. The Convention relative to this subject shall be executed immediately after the signing of the Treaty, of which it is to constitute a part."

This Convention was executed on the seventh of January 1787, of which the sixth article is as follows:

"Their Majesties having stipulated, by the forty-third article of the said Treaty, to determine the nature and extent of the functions of consuls, it is agreed that the Convention, relative to this subject, shall be framed in the space of two months; and that, in the meantime, the consuls general, consuls and vice-consuls, shall act conformably to established usages concerning consulates, in the respective states of the two Sovereigns; and that they shall have all the privileges, rights and immunities, which their quality supposes; and which are given to the consuls general, to the consuls and vice-consuls of the most favored nations."

Convention between Great Britain and France. Signed at Paris, the 23d of April 1814.

1. All hostilities by land and sea are, and shall remain, suspended between the Allied Powers and France, that is to say: — for the land forces, as soon as the commanding officers of the French armies and fortified places shall have signified to the Allied troops opposed to them, that they have recognized the authority of the Lieutenant General of the Kingdom of France; and in like manner upon the sea, as far as regards maritime places and stations, as soon as the shipping and ports of the Kingdom of France, or those occupied by French forces, shall have manifested the same submission.

5. The fleets and ships of France shall remain in their respective situations, vessels only charged with particular missions shall be allowed to sail, but the immediate effect of the present Act in respect to the French ports, shall be the raising of all blockade by land or sea, the liberty of fishing, that of the coasting trade, particularly of that which is necessary for supplying Paris with provisions; and the re-establishment of the relations of commerce conformably to the internal regulations of each country; and the immediate

effect in respect to the interior shall be the free provisioning of the cities, and the free passage of all means of military or commercial transport.

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FRANCE.

6. In order to anticipate every subject of complaint and dispute which may arise respecting the captures which might be made at sea after the signature of the present Convention, it is reciprocally agreed that vessels and effects which may be taken in the channel, and in the North Seas, after the space of twelve days, to reckon from the exchange of the ratifications of the present Act, shall be restored on both sides, that the term shall be one month within the channel and North Seas to the Canary Islands and to the Equator, and five months in every other part of the world, without any exception or other particular distinction of time, or of place.

7. On both sides, the prisoners, officers and soldiers, of land or sea, or of any other description whatever, and particularly hostages, shall be immediately sent back to their respective countries, without ransom and without exchange. Commissaries shall be named reciprocally in order to carry this general liberation into effect.

Done at Paris, the 23d of April in the Year of our Lord 1814.

Signed CASTLEREAGH, (L.S.) LE PRINCE DE BENEVENT, (L.S.)

1. There shall be from this day forward perpetual peace and friendship between His Britannic Majesty and His Allies on the one part, and His Majesty the King of France and Navarre on the other, their heirs and successors, their dominions and subjects, respectively.

Definitive Treaty
between Great
Britain and
France. Signed
at Paris, the
30th day of May
1814. (1)

5. The navigation of the Rhine, from the point where it becomes navigable unto the sea, and vice versa, shall be free, so that it can be interdicted to no one:—and at the future Congress, attention shall be paid to the establishment of the principles according to which the duties to be raised by the States bordering on the Rhine may be regulated, in the mode the most impartial, and the most favourable to the commerce of all nations.

The future Congress, with a view to facilitate the communication between nations, and continually to render them less strangers to each other, shall likewise examine and determine in what manner the above provision can be extended to the other rivers which, in their navigable course, separate or traverse different States. (2)

7. The Island of Malta and its dependencies shall belong in full right and Sovereignty to His Britannic Majesty.

8. His Britannic Majesty, stipulating for Himself and His Allies, engages to restore to His Most Christian Majesty, within the term which shall be hereafter fixed, the colonies, fisheries, factories and establishments of every kind, which were possessed by France on the 1st of January 1792, in the seas and on the continents of America, Africa, and Asia; with the exception however of the Islands of Tobago and St. Lucia and of the Isle of France and its dependencies, especially Rodrigues and the Séchelles, which several colonies and possessions His Most Christian Majesty cedes in full right and Sovereignty to His Britannic Majesty, and also the portion of St. Domingo ceded to France by the Treaty of Basle, and which His Most Christian Majesty restores in full right and Sovereignty to His Catholic Majesty.

9. His Majesty the King of Sweden and Norway, in virtue of the arrangements stipulated with the Allies, and in execution of the preceding Article, consents that the Island of Guadaloupe be restored to His Most Christian

(1) Confirmed by Article 11 of the Definitive Treaty of 20th November 1815.

(2) See General Treaty of Congress, signed at Vienna, 9th June 1815, post, title Austria.

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FRANCE.

Majesty, and gives up all the rights He may have acquired over that island.

10. Her Most Faithful Majesty in virtue of the arrangements stipulated with Her Allies, and in execution of the 8th Article, engages to restore French Guyana as it existed on the 1st of January 1792, to His Most Christian Majesty, within the term hereafter fixed.

The renewal of the dispute which existed at that period on the subject of the frontier, being the effect of this stipulation, it is agreed that that dispute shall be terminated by a friendly arrangement between the two Courts, under the mediation of His Britannic Majesty.

11. The places and forts in those colonies and settlements, which, by virtue of the 8th, 9th, and 10th Articles, are to be restored to His Most Christian Majesty, shall be given up in the state in which they may be at the moment of the signature of the present Treaty.

12. His Britannic Majesty guarantees to the Subjects of His Most Christian Majesty the same facilities, privileges, and protection, with respect to commerce, and the security of their persons and property within the limits of the British Sovereignty on the Continent of India, as are now or shall be granted to the most favoured nations.

His Most Christian Majesty, on His part, having nothing more at heart than the perpetual duration of Peace between the two Crowns of England and of France, and wishing to do His utmost to avoid any thing which might affect their mutual good understanding, engages not to erect any fortifications in the establishments which are to be restored to Him within the limits of the British Sovereignty upon the Continent of India, and only to place in those establishments the number of troops necessary for the maintenance of the police.

13. The French right of fishery upon the great bank of Newfoundland, upon the coasts of the island of that name, and of the adjacent islands in the Gulph of St. Lawrence, shall be replaced upon the footing in which it which it stood in 1792.

14. Those colonies, factories, and establishments, which are to be restored to His Most Christian Majesty by His Britannic Majesty or His Allies, in the Northern Seas, or in the Seas and on the Continents of America and Africa, shall be given up within the three months, and those which are beyond the Cape of Good Hope, within the six months which follow the ratification of the present Treaty.

15. Antwerp shall for the future be solely a commercial port.

16. The high Contracting Parties, desirous to bury in entire oblivion the dissensions which have agitated Europe, declare and promise that no individual, of whatever rank or condition he may be, in the countries restored and ceded by the present Treaty, shall be prosecuted, disturbed or molested, in his person or property, under any pretext whatsoever, either on account of his conduct or political opinions, his attachment either to any of the Contracting Parties, or to any Government which has ceased to exist, or for any other reason, except for debts contracted towards individuals, or acts posterior to the date of the present Treaty.

17. The native inhabitants and aliens, of whatever nation or condition they may be, in those countries which are to change Sovereigns, as well in virtue of the present Treaty as of the subsequent arrangements to which it may give rise, shall be allowed a period of six years, reckoning from the exchange of the ratifications, for the purpose of disposing of their property,

if they think fit, whether it be acquired before or during the present war, and retiring to whatever country they may choose.

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18. The Allied Powers, desiring to offer His Most Christian Majesty a new proof of their anxiety to arrest, as far as in them lies, the bad consequences of the disastrous epoch fortunately terminated by the present peace, renounce all the sums which their governments claim from France, whether on account of contracts, supplies, or any other advances whatsoever to the French Government, during the different wars which have taken place since 1792.

His Most Christian Majesty, on His part, renounces every claim which He might bring forward against the Allied Powers on the same grounds. In execution of this Article, the high Contracting Parties engage reciprocally to deliver up all titles, obligations, and documents, which relate to the debts they may have mutually cancelled.

19. The French Government engages to liquidate and pay all debts it may be found to owe in countries beyond its own territory, on account of contracts, or other formal engagements between individuals, or private establishments, and the French Authorities, as well for supplies as in satisfaction of legal engagements.

20. The high Contracting Parties, immediately after the exchange of the ratifications of the present Treaty, shall name Commissioners to direct and superintend the execution of the whole of the stipulations contained in the 18th and 19th Articles. These Commissioners shall undertake the examination of the claims referred to in the preceding Article, the liquidation of the sums claimed, and the consideration of the manner in which the French Government may propose to pay them. They shall also be charged with the delivery of the titles, bonds, and the documents relating to the debts which the high Contracting Parties mutually cancel, so that the approval of the result of their labours shall complete that reciprocal renunciation.

21. The debts which in their origin were specially mortgaged upon the countries no longer belonging to France, or were contracted for the support of their internal administration, shall remain at the charge of the said countries. Such of those debts as have been converted into inscriptions in the great book of the public debt of France, shall accordingly be accounted for with the French Government after the 22d of December 1813.

The deeds of all those debts which have been prepared for inscription, and have not yet been entered, shall be delivered to the Governments of the respective countries. The statement of all these debts shall be drawn up and settled by a joint commission.

22. The French Government shall remain charged with the reimbursement of all sums paid by the subjects of the said countries into the French coffers, whether under the denomination of surety, deposit, or consignment.

In like manner all French subjects, employed in the service of the said countries, who have paid sums under the denomination of surety, deposit, or consignment, into their respective territories, shall be faithfully reimbursed.

23. The functionaries holding situations requiring securities, who are not charged with the expenditure of public money, shall be reimbursed at Paris, with the interest, by fifths and by the year, dating from the signature of the present Treaty. With respect to those who are accountable, this reimbursement shall commence, at the latest, six months after the presentation of their accounts, except only in cases of malversation. A copy of the last account shall be transmitted to the Government of their countries, to serve for their information and guidance.

24. The judicial deposits and consignments upon the "*caisse d'amortissement*" in the execution of the law of 28 Nivose, year 13, (18 January, 1805), and which belong to the inhabitants of countries France ceases to possess, shall, within the space of one year from the exchange of the ratification of the present Treaty, be placed in the hands of the Authorities of the said countries, with the exception of those deposits and consignments interesting French subjects, which last will remain in the "*caisse d'amortissement*," and will only be given up on the production of the vouchers, resulting from the decisions of competent authorities.

25. The funds deposited by the corporations and public establishments in the "*caisse de service*" and in the "*caisse d'amortissement*," or other "*caisse*" of the French government, shall be reimbursed by fifths, payable from year to year, to commence from the date of the present Treaty; deducting the advances which have taken place, and subject to such regular charges as may have been brought forward against these funds by the creditors of the said corporations, and the said public establishments.

26. From the first day of January 1814, the French Government shall cease to be charged with the payment of pensions, civil, military, and ecclesiastical, pensions for retirement, and allowances for reduction, to any individual who shall cease to be a French subject.

27. National domains acquired for valuable considerations by French subjects in the late departments of Belgium, and of the left bank of the Rhine, and the Alps beyond the ancient limits of France, and which now cease to belong to Her, shall be guaranteed to the purchasers.

28. The abolition of the "*droits d'Aubaine*," "*de Détraction*," and other duties of the same nature, in the countries which have been formerly incorporated, or which have reciprocally made that stipulation with France, shall be expressly maintained.

29. The French Government engages to restore all bonds, and other deeds which may have been seized in the provinces occupied by the French armies or administrations; and in cases where such restitution cannot be effected, these bonds and deeds become and continue void.

30. The sums which shall be due for all works of public utility not yet finished, or finished after the 31st of December 1812, whether on the Rhine, or in the departments detached from France by the present Treaty, shall be placed to the account of the future possessors of the territory, and shall be paid by the commission charged with the liquidation of the debts of that country.

31. All archives, maps, plans, and documents whatever, belonging to the ceded countries, or respecting their administration, shall be faithfully given up at the same time with the said countries; or if that should be impossible, within a period not exceeding six months after the cession of the countries themselves.

This stipulation applies to the archives, maps, and plates which may have been carried away from the countries during their temporary occupation by the different armies.

32. The present Treaty shall be ratified, and the ratifications shall be exchanged within the period of fifteen days, or sooner, if possible.

In witness whereof the respective Plenipotentiaries have signed and affixed to it the seals of their arms.

Done at Paris, the 30th of May, in the year of our Lord 1814.

Signed	CASTLEREAGH, (L.S.)	LE PRINCE DE BENEVENT, (L.S.)
	ABERDEEN, (L.S.)	
	CATHCART, (L.S.)	
	CHARLES STEWART, Lieut. Gen. (L.S.)	

1. His Most Christian Majesty, concurring without reserve in the sentiments of His Britannic Majesty, with respect to a description of traffic repugnant to the principles of natural justice and of the enlightened age in which we live, engages to unite all his efforts to those of His Britannic Majesty, at the approaching Congress, to induce all the Powers of Christendom to decree the abolition of the Slave Trade, so that the said trade shall cease universally, as it shall cease definitively, under any circumstances, on the part of the French Government, in the course of five years; and that, during the said period, no slave merchant shall import or sell slaves, except in the colonies of the state of which he is a subject.

2. The British and French Governments shall name, without delay, Commissioners to liquidate the accounts of their respective expences for the maintenance of prisoners of war, in order to determine the manner of paying the balance which shall appear in favour of the one or the other of the two Powers.

3. The respective prisoners of war, before their departure from the place of their detention, shall be obliged to discharge the private debts they may have contracted, or shall at least give sufficient security for the amount.

4. Immediately after the ratification of the present Treaty of peace, the sequesters, which since the year 1792 may have been laid on the funds, revenues, debts, or any other effects of the high Contracting Parties or their subjects, shall be taken off.

The Commissioners mentioned in Article II. shall undertake the examination of the claims of His Britannic Majesty's subjects upon the French Government, for the value of the property, moveable or immoveable, illegally confiscated by the French Authorities, as also for the total or partial loss of their debts or other property, illegally detained under sequester since the year 1792.

France engages to act towards British subjects in this respect, in the same spirit of justice which the French subjects have experienced in Great Britain; and His Britannic Majesty, desiring to concur in the new pledge which the Allied Powers have given to His Most Christian Majesty, of their desire to obliterate every trace of that disastrous epocha so happily terminated by the present peace, engages on His part, when complete justice shall be rendered to His subjects, to renounce the whole amount of the balance which shall appear in His favour for support of the prisoners of war, so that the ratification of the report of the above Commissioners, and the discharge of the sums due to British subjects, as well the restitution of the effects which shall be proved to belong to them, shall complete the renunciation.

5. The two high Contracting Parties, desiring to establish the most friendly relations between their respective subjects, reserve to themselves, and promise to come to a mutual understanding and arrangement, as soon as possible, upon their commercial interests, with the view of encouraging and increasing the prosperity of their respective States.

The present Additional Articles shall have the same force and validity as if they were inserted word for word in the Treaty patent of this day. They shall be ratified, and the ratifications shall be exchanged at the same time.

In witness whereof, the respective Plenipotentiaries have signed and affixed to them the seals of their arms.

Done at Paris, the 30th day of May, in the year of our Lord 1814.

Signed CASTLEREAGH, (L.S.) LE PRINCE DE BENEVENT, (L.S.)

ABERDEEN, (L.S.)

CATHCART, (L.S.)

CHARLES STEWART, Lieut. Gen. (L.S.)

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Convention
between Great
Britain and
France. Signed
at London, 7th
of March 1815.

In the Name of the Most Holy and Undivided Trinity.

The trade in salt and opium throughout the British Sovereignty in India, having been subjected to certain regulations and restrictions, which, unless due provision be made, might occasion differences between the subjects and agents of His Britannic Majesty and those of His Most Christian Majesty; Their said Majesties have thought proper to conclude a Special Convention for the purpose of preventing such differences, and removing every cause of dispute between their respective subjects in that part of the world, and in this view have named for their respective plenipotentiaries, viz. His Majesty the King of the United Kingdom of Great Britain and Ireland, Robert, Earl of Buckinghamshire, a Peer of the United Kingdom, President of the Board of His Majesty's Commissioners for the Affairs of India, &c. &c. &c. And His Majesty the King of France and Navarre, the Sieur Claude Louis de la Chatre, descendant of the Princes of Deols, Count de la Chatre, His Ambassador extraordinary and plenipotentiary at the Court of London, &c. &c. &c. who, after having communicated to each other their respective full Powers, found in good and due form, have agreed upon the following Articles :

1. His Most Christian Majesty engages to let at farm to the British Government in India, the exclusive right to purchase at a fair and equitable price, to be regulated by that which the said Government shall have paid for salt in the districts in the vicinity of the French possessions on the coast of Coromandel and Orissa respectively, the salt that may be manufactured in the said possessions, subject to a reservation of the quantity that the agents of His Most Christian Majesty shall deem requisite for the domestic use and consumption of the inhabitants thereof; and upon the condition, that the British Government shall deliver in Bengal, to the agents of His Most Christian Majesty, the quantity of salt that may be judged necessary for the consumption of the inhabitants of Chandernagore, reference being had to the population of the said settlement, such delivery to be made at the price which the British Government shall have paid for the said article.

2. In order to ascertain the prices as aforesaid, the official accounts of the charges incurred by the British Government, for the salt manufactured in the districts in the vicinity of the French settlements on the coasts of Coromandel and Orissa respectively, shall be open to the inspection of a Commissioner to be appointed for that purpose by the agents of His Most Christian Majesty in India; and the price to be paid by the British Government shall be settled according to an average to be taken every three years, of the charges as aforesaid ascertained by the said official accounts, commencing with the three years preceding the date of the present Convention.

The price of salt at Chandernagore to be determined, in the same manner, by the charges incurred by the British Government for the salt manufactured in the districts nearest to the said settlement.

3. It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty.

4. With a view to the effectual attainment of the objects in the contemplation of the High Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa, and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions.

5. In consideration of the stipulations expressed in the preceding Articles, His Britannic Majesty engages that the sum of four lacs of sicca rupees

shall be paid annually to the Agents of His Most Christian Majesty, duly authorized, by equal quarterly instalments; such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies; it being agreed that the rent above stipulated shall commence from the 1st of October 1814.

6. With regard to the trade in opium, it is agreed between the high Contracting Parties, that at each of the periodical sales of that article, there shall be reserved for the French Government, and delivered upon requisition duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for; provided that such supply shall not exceed 300 chests in each year; and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale: it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the usual period of delivery, the quantity so applied for shall nevertheless be considered as so much in deduction of the 300 chests hereinbefore mentioned.

The requisitions of opium as aforesaid are to be addressed to the Governor General, at Calcutta, within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette.

7. In the event of any restriction being imposed upon the exportation of saltpetre, the subjects of His Most Christian Majesty shall nevertheless be allowed to export that article to the extent of 18,000 maunds.

8. His Most Christian Majesty, with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on the 30th of May 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain no greater number of troops than may be necessary for the purposes of police; His Britannic Majesty on His part, in order to give every security to the subjects of His Most Christian Majesty residing in India, engages, if at any time there should arise between the high Contracting Parties any misunderstanding or rupture, (which God forbid), not to consider or treat as prisoners of war, those persons who belong to the civil establishments of His Most Christian Majesty in India, nor the officers, non-commissioned officers, or soldiers, who, according to the terms of the said Treaty, shall be necessary for the maintenance of the police in the said establishments, and to allow them to remain three months to settle their personal affairs, and also to grant them the necessary facilities and means of conveyance to France with their families and private property.

His Britannic Majesty further engages to permit the subjects of His Most Christian Majesty in India, to continue their residence and commerce so long as they shall conduct themselves peaceably, and shall do nothing contrary to the laws and regulations of the Government.

But in case their conduct should render them suspected, and the British Government should judge it necessary to order them to quit India, they shall be allowed the period of six months to retire with their effects and property to France, or to any other country they may choose.

At the same time it is to be understood, that this favour is not to be extended to those who may act contrary to the laws and regulations of the British Government.

9. All Europeans and others whosoever, against whom judicial proceedings shall be instituted within the limits of the said settlements or factories

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belonging to His Most Christian Majesty, for offences committed, or for debts contracted within the said limits, and who shall take refuge out of the same, shall be delivered up to the chiefs of the said settlements and factories; and all Europeans and others whosoever, against whom judicial proceedings as aforesaid shall be instituted, without the said limits, and who shall take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories, upon demand being made of them by the British Government.

10. For the purpose of rendering this agreement permanent, the high Contracting Parties hereby engage, that no alteration shall be made in the conditions and stipulations in the foregoing Articles, without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Most Christian Majesty.

11. The present Convention shall be ratified, and the ratifications shall be exchanged at London in the space of one month from the date hereof, or sooner if possible.

In witness whereof the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at London this 7th day of March, in the year of our Lord 1815.

Signed

Signed

BUCKINGHAMSHIRE, (L.S.)

LE COMTE DE LA CHATRE, (L.S.)

Definitive Treaty
between Great
Britain and
France. Signed
at Paris, 20th
November 1815.

7. In all countries which shall change Sovereigns, as well in virtue of the present Treaty, as of the arrangements which are to be made in consequence thereof, a period of six years from the date of the exchange of the ratifications shall be allowed to the inhabitants, natives, or foreigners, of whatever condition and nation they may be, to dispose of their property, if they should think fit so to do, and to retire to whatever country they may choose.

8. All the dispositions of the Treaty of Paris of the 30th of May 1814, relative to the countries ceded by that Treaty, shall equally apply to the several territories and districts ceded by the present Treaty.

9. The high Contracting Parties having caused representation to be made of the different claims arising out of the non-execution of the 19th and following Articles of the Treaty of the 30th of May 1814, as well as of the Additional Articles of that Treaty, signed between Great Britain and France, desiring to render more efficacious the stipulations made thereby, and having determined by two separate Conventions, the line to be pursued on each side for that purpose, the said two Conventions, as annexed to the present Treaty, shall, in order to secure the complete execution of the above-mentioned Articles, have the same force and effect as if the same were inserted, word for word, herein.

10. All prisoners taken during the hostilities, as well as all hostages which may have been carried off or given, shall be restored in the shortest time possible. The same shall be the case with respect to the prisoners taken previously to the Treaty of the 30th of May 1814, and who shall not already have been restored.

11. The Treaty of Paris of the 30th of May 1814, and the final Act of the Congress at Vienna of the 9th of June 1815, are confirmed, and shall be maintained in all such of their enactments which shall not have been modified by the Articles of the present Treaty.

12. The present Treaty, with the Conventions annexed thereto, shall be ratified in one Act, and the ratifications thereof shall be exchanged in the space of two months, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same, and have affixed thereunto the seals of their arms.

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Done at Paris, this 20th day of November, in the year of our Lord 1815.

Signed CASTLEREAGH, (L.S.)
WELLINGTON, (L.S.)

Signed RICHELIEU, (L.S.)

The high Contracting Powers, sincerely desiring to give effect to the measures on which they deliberated at the Congress of Vienna, relative to the complete and universal abolition of the Slave Trade, and having, each in their respective dominions, prohibited, without restriction, their colonies and subjects from taking any part whatever in this traffic, engage to renew conjointly their efforts, with the view of securing final success to those principles which they proclaimed in the declaration of the 4th (8th) of February 1815 (1), and of concerting without loss of time, through their ministers at the Courts of London and of Paris, the most effectual measures for the entire and definitive abolition of a commerce so odious and so strongly condemned by the laws of religion and of nature.

Additional
Article.

The present additional Article shall have the same force and effect as if it were inserted, word for word, in the Treaty signed this day. It shall be included in the ratification of the said Treaty.

In witness whereof, the respective Plenipotentiaries have signed the same, and have affixed thereunto the seals of their arms.

Done at Paris, this 20th day of November, in the year of our Lord 1815.

Signed CASTLEREAGH, (L.S.)
WELLINGTON, (L.S.)

Signed RICHELIEU, (L.S.)

1. The subjects of His Britannic Majesty having claims upon the French Government, who, in contravention of the Second Article of the Treaty of Commerce of 1786 (2), and since the 1st of January 1793, have suffered on that account, by the confiscations or sequestrations decreed in France, shall, in conformity to the Fourth Additional Article of the Treaty of Paris of the year 1814, themselves, their heirs or assigns, subjects of His Britannic Majesty, be indemnified and paid, when their claims shall have been admitted as legitimate, and when the amount of them shall have been ascertained, according to the forms and under the conditions hereafter stipulated.

Convention
(No. 7.) between
Great Britain
and France.
Signed at Paris,
November 20,
1815. Concluded
in conformity to
the 9th Article
of the Principal
Treaty, relative
to the examina-
tion and liquida-
tion of the claims
of the subjects of
His Britannic
Majesty against
the Government
of France.

2. The subjects of His Britannic Majesty, holders of permanent stock under the French Government, and who, on that account have, since the 1st of January, 1793, suffered by the confiscations or sequestrations decreed in France, shall themselves, their heirs or assigns, subjects of His Britannic Majesty, be inscribed in the great book of the consolidated debt of France, for an amount of stock equal to the amount of the stock they possessed

(1) See Declaration, page .

(2) EXTRACT from the Treaty of Navigation and Commerce between Great Britain and France. Signed at Versailles, 26th September 1786.

" 2. For the future security of commerce and friendship between the subjects of their said Majesties, and to the end that this good correspondence may be preserved from all interruption and disturbance, it is concluded and agreed, that if, at any time, there should arise any misunderstanding, breach of friendship, or rupture between the Crowns of their Majesties, which God forbid! (which rupture shall not be deemed to exist until the recalling or sending home of the respective Ambassadors and Ministers) the subjects of each of the two

parties residing in the dominions of the other, shall have the privilege of remaining and continuing their trade therein, without any manner of disturbance, so long as they behave peaceably, and commit no offence against the laws and ordinances: and in case their conduct should render them suspected, and the respective Governments should be obliged to order them to remove, the term of twelve months shall be allowed them for that purpose, in order that they may remove, with their effects and property, whether entrusted to individuals or to the State. At the same time it is to be understood that this favour is not to be extended to those who shall act contrary to the established laws."

prior to the laws and decrees of sequestration or of confiscation above-mentioned.

In the cases in which the edicts or decrees constituting the above-mentioned stock shall have added thereto profitable conditions, or favourable chances, account shall be had thereof in favour of the creditors, and an addition, founded upon a just valuation of such advantages, shall be made to the amount of the stock to be inscribed.

The new inscriptions shall bear date and bear interest from the 22d of March 1816.

Such subjects of His Britannic Majesty who, by receiving their annuities at a third, after the 30th of September 1797, have submitted themselves by their own act to the laws existing upon this subject, are excepted from the above-mentioned dispositions.

3. Such of the subjects of His Britannic Majesty, or their heirs or assigns, subjects of His Britannic Majesty, as possessed life annuities from the French Government before the decrees of confiscation or sequestration, shall equally be inscribed upon the great book of the life annuities of France, for the same sum of life annuities as they enjoyed in 1793. Such of the subjects of His Britannic Majesty, however, as have changed the nature of their claims, by receiving their annuities at a third, and thus by their own act have submitted themselves to the laws existing upon this subject, shall be excepted from the above dispositions.

The new inscriptions shall bear date and bear interest from the 22d of March 1816.

Prior to the delivery of the new inscriptions, the claimants shall be bound to produce certificates, according to the usual forms, declaring that the persons in whose names their Life Annuities were constituted are still alive.

With respect to those of the above-mentioned subjects of His Britannic Majesty possessing life annuities in the names of persons who are dead, they shall be bound to produce certificates of demise, in the usual forms, stating the period of the decease ; and in that case, the Annuities shall be paid up to such period.

4. Such arrears of the perpetual and life annuities as shall have been liquidated and allowed, and as shall be due up to the 22d of March next exclusively, save the cases of exception specified in the Second and Third Articles, shall be inscribed in the great book of the public debt of France, at the rate which shall be the medium price between par and the current market price of the day, at the date of the signature of the present Treaty. The inscriptions shall bear date and bear interest from the 22d of March 1816, inclusively.

5. In order to determine the capital due on immoveable property which belonged to subjects of His Britannic Majesty, to their heirs or assigns, equally subjects of His Britannic Majesty, and which was sequestered, confiscated and sold, the following process shall be had :

The said subjects of His Britannic Majesty shall be obliged to produce, 1st, the deed of purchase proving their proprietorship ; 2ndly, the acts proving the facts of the sequestration, and of the confiscation against themselves, their ancestors or assignors, subjects of His Britannic Majesty. In default however of all proofs in writing, considering the circumstances under which the confiscations and sequestrations took place, and those which have since arisen, such other proof shall be admitted as the Commissioners of liquidation hereafter mentioned shall judge sufficient in lieu thereof.

The French Government further engages to facilitate by every means, the production of all titles and proofs serving to substantiate the claims to which the present Article refers, and the Commissioners shall be authorised to make

all search, which they shall judge necessary to arrive at such information, and to obtain the production of such titles and proofs; they shall also be empowered to examine upon oath, in case of need, such persons employed in the public offices, as may have it in their power to point them out, or to furnish them.

The value of the said immoveable property shall be determined and fixed by the production of an extract of the "*Matrice*," of the "*Roles*," of the "*Contribution foncière*," for the year 1791, and at the rate of twenty times the revenue mentioned in the said "*Roles*."

If the "*Matrices*" should no longer exist, and that it should therefore be impossible to produce the extracts, the claimants shall be authorised to furnish such other proofs, as shall be admitted by the commission of liquidation mentioned in the following Articles.

The capital thus liquidated and allowed shall be inscribed upon the great book of the public debt of France, at the rate which has been fixed in Art. 4. for the inscription of the arrears of the annuities; and the inscriptions shall bear date and shall bear interest from the 22d of March next, inclusively.

The arrears due upon the said capital from the period of its sequestration, shall be calculated at the rate of four per cent. per annum, without deduction, and the whole amount of those arrears up to the 22d of March next, exclusively, shall be inscribed in the great book of the public debt of France, at the rate above-mentioned, and shall bear interest from the 22d of March next, inclusively.

6. In order to fix the capital as well as the arrears which shall be due to such of the subjects of His Britannic Majesty, whose moveable property in France has been sequestered, confiscated and sold, or to their heirs or assigns, subjects of His Britannic Majesty, the following process shall be had:

The claimants shall be obliged to produce, 1st, the *procès verbal* containing the inventory of the moveable effects seized or sequestered; 2dly, the *procès verbal* of the sale of the said effects, or in default of proofs in writing, such other proof as the respective Commissioners of the two Powers shall judge sufficient in lieu thereof, according to the principles established in the preceding Article; the French Government engaging in this respect to give the same facilities, and the Commissioners are authorised to make the same search, and to take the same measures, as have been detailed in the foregoing Article, with respect to immoveable property. The amount of the stock arising from the seizures and sales of the moveable property shall be thus determined; regard being always had to those periods during which paper money was in circulation, and to the fictitious augmentation of prices resulting therefrom.

The capital liquidated and allowed shall be inscribed upon the great book of the public debt of France, at the rate which has been fixed by the preceding Articles, and the inscriptions shall bear date and shall bear interest from the 22d of March next, inclusively.

The arrears liquidated and allowed, due upon the said capital from the period at which the claimant was deprived of the possession of his or her moveable property, shall be calculated at the rate of three per cent. per annum, without deduction, and the whole amount of the said arrears up to the 22d of March next, exclusively, shall be inscribed upon the great book of the public debt of France, at the rate above-mentioned, and shall bear interest from the 22d of March next, inclusively.

The vessels, ships, cargoes, and other moveable property which shall have been seized and confiscated, either to the profit of France, or to the profit of the subjects of His Most Christian Majesty, in conformity to the laws of war, and the prohibitory decrees, shall not be admitted to the liquidation, nor to the payments mentioned in the present Article.

7. The claims of the subjects of His Britannic Majesty, arising from the different loans made by the French Government, or from mortgages upon property sequestered, seized and sold by the said Government, or any other claim whatsoever, not comprised in the preceding Articles, and which would be admissible according to the terms of the fourth Additional Article of the Treaty of Paris of 1814, and of the present Convention, shall be liquidated and fixed, adopting with respect to each claim, the modes of admission, of verification, and of liquidation, which shall be conformable to their respective natures, and which shall be defined and fixed by the mixed Commission mentioned in the following Articles, according to the principles laid down in the above Articles.

These claims thus liquidated, shall be paid in inscriptions in the great book at the rate above-mentioned, and the inscriptions shall bear date and shall bear interest from the 22d of March next, inclusively.

In the cases wherein the Edicts or Decrees constituting the claims above-mentioned shall have assured to the creditors the reimbursement of the capitals, and other profitable conditions or favourable chances, account shall be had thereof to the benefit of the claimants, as detailed above in Art. 2.

8. The amount of the inscriptions arising to each creditor from his claims liquidated and allowed, shall be divided by the Commissioners of deposit, into five equal portions: the first of which shall be delivered immediately after liquidation, the second three months after, and so on with respect to the other portions, every three months; the creditors will nevertheless receive the interests of the whole of their debts liquidated, and allowed from the 22d of March 1816, inclusive, as soon as their respective claims shall have been allowed and admitted.

9. A capital, producing an interest of 3,500,000 francs, commencing from the 22d of March 1816, shall be inscribed as a fund of guarantee, in the great book of the public debt of France, in the name of two or four Commissioners, the one half English and the other half French, chosen by their respective Governments. These Commissioners shall receive the said interest from the 22d of March 1816, every six months; they shall hold it in deposit, without having the power of negotiating it, and they shall further be bound to place the amount of it in the public funds, and to receive the accumulated and compound interest of the same, for the profit of the creditors. In case the 3,500,000 francs of interest shall be insufficient, there shall be delivered to the said Commissioners inscriptions for larger sums, until their amount shall be equal to what may be necessary to pay all the debts mentioned in the present Act. These additional inscriptions, if there shall be any, shall be delivered, bearing interest from the same period as the 3,500,000 francs, above stipulated, and shall be administered by the Commissioners, according to the same principles, so that the claims which shall remain to be paid, shall be paid with the same proportion of accumulated and compound interest, as if the fund of guarantee had been from the first sufficient; and as soon as all the payments due to the creditors shall have been made, the surplus of the interest fund not employed, with the proportion of accumulated and compound interest which shall belong thereto, shall, if there be any, be given up to the disposal of the French Government.

10. In proportion as the liquidation shall be effected, and as the claims shall be allowed, distinction being made between the sums representing the capitals, and the sums arising from the arrears or interest, the commission of liquidation, which shall be mentioned in the following Articles, shall deliver to the creditors, allowed to be such, two Certificates for the value of the whole Inscription to be made, bearing interest from the 22d of March 1816, inclusive; one of the Certificates relating to the capital of the debt, and

the other relating to the arrears, or interest liquidated up to the 22d of March 1816 exclusively.

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11. The certificates abovementioned shall be delivered over to the Commissioners holding the annuities in deposit, who shall check the same, in order that they may be immediately inscribed into the great book of the public debt of France, to the debit of the deposit fund, and to the credit of the new creditors, acknowledged as such, bearers of the said certificates, care being taken to distinguish the perpetual from the life annuities. And the said creditors shall be authorised, from the day of the definitive liquidation of their claims, to receive, for their profit, from the said Commissioners the interests which are due to them, together with the accumulated and compound interests, if there be any, as well as such portion of the capital as shall have been paid, according to what has been regulated by the preceding Articles.

12. A further delay shall be allowed, after the signature of the present Convention, to the subjects of His Britannic Majesty, who shall have claims upon the French Government, for the matters specified in the present Act, in order that they may bring forward their claims and produce their titles.

This delay shall be extended to three months for the creditors residing in Europe, six months for such as are in the Western Colonies, and twelve months for such as are resident in the East Indies, or in other countries equally distant. After the expiration of these periods, the said subjects of His Britannic Majesty shall no longer have the benefit of the present liquidation.

13. In order to proceed in the liquidation and allowance of the claims mentioned in the preceding articles, there shall be formed a Commission, composed of two French and two English Commissioners, who shall be nominated and appointed by their respective Governments.

These Commissioners, after they shall have allowed and admitted the titles to the claims, shall proceed, according to the principles pointed out, to the allowance, liquidation, and determination of the sums which shall be due to each creditor.

In proportion as the claims shall be allowed and ascertained, they shall deliver to the creditors the two certificates mentioned in the 10th Article, one for the capital, the other for the interests.

14. A Commission of Arbitrators shall at the same time be named, composed of four members, two of whom shall be named by the British Government, and two by the French Government.

If it shall be necessary to call upon the Arbitrators, in case of an equality of votes on any point, the four names of the Arbitrators, English and French, shall be put into an urn, and the one of the four whose name shall be drawn first, shall be the Arbitrator of the particular affair upon which there shall have been such equality of votes.

Each of the Commissioners of Liquidation shall, in his turn, take from the urn the ticket which is to point out the Arbitrator. A *procès-verbal* shall be made of this operation, and shall be annexed to the one which shall be drawn up for the liquidation and determination of the particular claim.

If a vacancy shall take place, either in the Commission of Liquidation, or in that of Arbitration, the Government which ought to provide for the nomination of a new member, shall proceed to that nomination without delay, in order that the two Commissions may always remain as far as possible complete.

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If one of the Commissioners of Liquidation shall be absent, he shall be replaced, during his absence, by one of the Arbitrators of his nation ; and as in that case there will remain but one Arbitrator of that nation, the two Arbitrators of the other nation shall also be reduced to one by lot. And if one of the Arbitrators should absent himself, the same operation shall take place, in order to reduce to one the two Arbitrators of the other nation. It is generally understood, that in order to obviate all manner of delay in this business, the liquidation and adjudication shall not be suspended, provided there shall be present, and in activity, one Commissioner and one Arbitrator of each nation, the principle of equality between the Commissioners and the Arbitrators of the two nations being always preserved and re-established if necessary, by lot.

Whenever either of the Contracting Powers shall proceed to the nomination of new Commissioners of Liquidation, of Deposit, or of Arbitration, the said Commissioners shall be obliged, previously to their entering upon their functions, to make the oath, and in the forms detailed in the following Article.

15. The Commissioners of Liquidation, the Commissioners of Deposit, and the Arbitrators, shall together make oath, in the presence of the Ambassador of His Britannic Majesty, and between the hands of the keeper of the seals of France, to proceed justly and faithfully, to have no preference either for the creditor or for the debtor, and to act in all their proceedings according to the stipulations of the Treaty of Paris, of the 30th of May 1814, and of the Treaties and Conventions with France, signed this day, and more particularly according to those of the present Convention.

The Commissioners of Liquidation and the Arbitrators shall be authorized to call witnesses whenever they shall judge it necessary, and to examine them by oath in the usual forms, upon all points relative to the different claims which form the object of this Convention.

16. When the 3,500,000 francs of interest, mentioned in the 9th Article, shall have been inscribed in the name of the Commissioners who are to hold that sum in deposit, and on the first demand which shall be thereafter made by the French Government, His Britannic Majesty shall give the necessary orders to carry into execution the restoration of the French Colonies, as stipulated by the Treaty of Paris of the 30th of May 1814, comprehending Martinique and Guadaloupe, which have been since occupied by the British forces.

The inscription abovementioned shall be made before the 1st of January next at the latest.

17. The prisoners of war, officers and soldiers, both naval and military, or of any other description, taken during the hostilities which have lately ceased, shall on both sides be immediately restored to their respective countries, under the same conditions which are specified in the Convention of the 23d of April 1814, and in the Treaty of the 30th of May of the same year ; and the British Government renounces all claim to any sums or indemnities whatsoever, which might belong to it from the surplus arising from the maintenance of the said prisoners of war, subject nevertheless to the condition specified in the 4th Additional Article of the Treaty of Paris of the 30th of May 1814.

Done at Paris, the 20th day of November 1815.

Signed CASTLEREAGH, (L.S.)
WELLINGTON, (L.S.)

RICHBLIEU, (L.S.)

The claims of the subjects of His Britannic Majesty, founded on a decision of His Most Christian Majesty, relative to the British merchandize introduced into Bourdeaux, in conformity to the tarif of customs published in the above-mentioned city, by His Royal Highness the Duke d'Angoulême, on the 24th of March 1814, shall be liquidated and paid, according to the principles and the object declared in the above-mentioned decision of His Most Christian Majesty.

The Commission instituted by Article 13 of the Convention of this day, is directed to proceed immediately to the liquidation of the said claim, and to fix the dates of its payment to be made in money.

The decision which shall be made by the Commissioners, shall be executed immediately, according to its form and tenor.

The present additional Article shall have the same force and effect as if it were inserted word for word in the Convention signed this day, relative to the examination and liquidation of the claims of the subjects of His Britannic Majesty against the Government of France.

In witness whereof, the respective Plenipotentiaries have signed it, and have thereto affixed the seals of their arms.

Done at Paris, the 20th day of November 1815.

Signed CASTLEREAGH, (L.S.)
WELLINGTON, (L.S.)

RICHELIEU, (L.S.)

In order to remove the difficulties which have arisen in the execution of divers Articles of the Treaty of Paris, of the 30th May 1814, and especially of those relating to the claims of subjects of the Allied Sovereign Powers, the high Contracting Parties, being desirous of enabling their respective subjects speedily to enjoy the rights which those Articles ensure to them, and at the same time prevent as much as possible all controversy which might arise on the interpretation of some of the dispositions of the said Treaty, have agreed upon the following Articles :

I. The Treaty of Paris of the 30th May 1814, being confirmed by Article 11 of the principal Treaty, to which the present Convention is annexed, this confirmation extends principally to Articles 19, 20, 21, 22, 23, 24, 25, 26, 30, and 31 of the said Treaty, so far as the stipulations contained in the said Articles have not been altered or modified by the present Act; and it is expressly agreed, that the explanations and developements which the high Contracting Parties have thought advisable to give to them by the following Articles, shall in no wise prejudice the claims of any other nature, which may be authorized by the said Treaty, though not especially stipulated by the present Convention.

II. In conformity to this resolution, His Most Christian Majesty engages to cause to be liquidated, in the manner hereinafter specified, all sums which France may be found to owe, in countries out of her territory, as fixed by the Treaty to which the present Convention is annexed, by virtue of Article 19 of the Treaty of Paris of 30th May 1814, either to individuals, or to "Communes," or to private establishments the revenues of which are not at the disposal of Government.

This liquidation shall extend particularly to the following claims :

1. To those arising from supplies and deliveries of all kind, furnished by "Communes," or individuals, and in general by all others but the different branches of the Government, by virtue of contracts or arrangements made by the French Administrative Authorities, under promise of payment; whether the said supplies and deliveries may have been furnished, either to or for the use of military magazines in general, or for the provisioning of towns and

Convention (No. 13,) between Great Britain and France. Concluded in conformity to the 9th Article of the Principal Treaty, relative to the Examination and Liquidation of the (private) Claims upon the French Government. Signed at Paris, the 20th of November 1815.

fortresses in particular, or, in short, to the French armies, to detachments of troops or of "*gendarmerie*," to the French Administrations, or the Military Hospitals, or in fine for any public service whatsoever.

These deliveries and supplies are to be vouched by receipts, from the store-keepers, officers, civil or military, commissaries, agents, or inspectors, the validity of which shall be acknowledged by the Commission of Liquidation, described in Article 5 of the present Convention.

The prices shall be regulated by the contracts or other engagements of the French Authorities, or in failure thereof, by the market prices of the places, the nearest to that where the delivery shall have taken place.

2. To arrears of pay, and allowances, travelling expences, gratuities, and other indemnifications due to military or other persons employed in the French army, and become, by the Treaties of Paris of 30th May 1814, and 20th November 1815, subjects of another Sovereign Power, during the period when the individuals in question served in the French armies, or were attached to establishments thereunto belonging, such as hospitals, dispensaries, magazines, &c.

These demands are to be supported by the production of the necessary vouchers, as required by the existing military rules and regulations.

3. To the reimbursement of expences for the maintenance of French troops in such civil hospitals as did not belong to Government, inasmuch as the payment of that maintenance has been stipulated for by positive engagements.

The quota of the said expences is to be vouched by abstracts of accounts, certified by the superintendents of those establishments.

4. To the restitution of funds, intrusted to the French post-offices, which have not reached their destination, the event of force being, however, excepted.

5. To the discharge of "*Mandats*," "*Bons*," and orders for payment, given either on the Public Treasury of France, or on the "*Caisse d'Amortissement*," or their "*Annexes*," as well as of "*Bons*," given by the last-mentioned "*Caisse*," which "*Mandats*," "*Bons*," and Orders, have been subscribed to in favour of inhabitants, "*Communes*," or establishments situated in provinces which have ceased to form part of France, or which may be in the hands of the said inhabitants, "*Communes*," or establishments, it being not possible for France to refuse payment of the same, on the plea, that the objects, by the sale of which the said "*Bons*," "*Mandats*," and orders were to be realized, have passed under foreign dominion.

6. To loans made to the French civil and military Authorities, under promise of repayment.

7. To indemnities granted for non-enjoyment of national domains, let on lease; to all other indemnity and refunding for leases of national domains, and also for professional attendance, remuneration, and fees for appraising, inspecting, or reporting, on the buildings, or other objects, done by order and on account of the French Government, inasmuch as the said indemnities, refundings, professional attendance, remuneration and fees, have been acknowledged to be at the expense of the Government, and legally ordered by the French Authorities at the time existing.

8. To the reimbursement of advances made from the funds of the "*Communes*," by order of the French Authorities, and under promise of repayment.

9. To indemnities due to individuals for loss of ground, the demolition and destruction of buildings, in consequence of orders from the French Military Authorities, for the enlargement or security of fortresses and citadels, in such cases where indemnity is due, by virtue of the law of 10th July

1791, and where there may have been engagement to pay, either by report of arbitrators, regulating the amount of the indemnity, or by any other deed of the French Authorities.

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III. The claims of the Senate of Hamburgh, on account of the Bank of that city, shall be the subject of a Special Convention between the Commissioners of His most Christian Majesty and those of the City of Hamburgh.

IV. Those claims shall also be liquidated, preferred by several individuals against the execution of a Decree, dated Nassen, the 8th May 1813, by virtue of which colonial goods, part of which they had purchased of the French Government, were seized to their detriment, and by virtue of which they have been obliged to pay, a second time, on cottons, the single and double Custom-house dues, although they had paid, in due time, what they owed lawfully. These claims shall be liquidated by the Commissioners appointed by the Convention of this day, and the amount thereof shall be paid, in inscriptions, on the great book of the public debt, at a rate not under 75, in the same manner as has been agreed upon with regard to the securities to be refunded.

V. The high Contracting Parties, being animated by the desire of agreeing on a mode of liquidation, calculated at once to accelerate the same, and promote, in each particular case, a final decision, have resolved, while expounding the arrangements of Article 20 of the Treaty of the 30th May 1814, to appoint Commissioners of Liquidation, to be employed, in the first place, in the examination of the claims; and also Commissions of Arbitration, which are to decide on such cases on which the former Commission do not agree. The mode to be acted upon, in this respect, is to be as follows:

1. Immediately after the exchange of the ratifications of the present Treaty, France, and the other high Contracting Parties, or those interested in this object, shall name Commissioners of Liquidation, and Commissioners of Arbitration, or Umpires, who are to reside at Paris, and shall be instructed to direct, and carry into execution, the arrangements contained in Articles 18 and 19 of the Treaty of 30th May 1814, and Articles 2, 4, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 22, 23, 24, of the present Convention.

2. The Commissioners of Liquidation are to be named by all Parties interested, in such numbers as each of them may think proper to appoint. They will be instructed to receive and examine, according to a scale fixed upon for that purpose, and with the least possible delay, and liquidate, if there be just cause, all claims.

Each Commissioner shall be at liberty to unite in one Committee all the Commissioners of the respective Governments, and to lay before them, and cause them to examine the claims of the subjects of his Government, or else to treat separately with the French Government.

3. The Arbitrators are to be instructed to decide definitively, and without appeal, on all cases referred to them, in conformity to the present Article, by the Commissioners of Liquidation, who may not have been able to agree thereon. All the high Contracting Parties, or those interested, may name as many of these Arbitrators as they may think proper; but every one of these Arbitrators must make oath, before the Chancellor of France, and in the presence of the Ministers of the other high Contracting Parties residing at Paris, to pass judgment, without partiality whatever for the Parties, according to the principles laid down by the Treaty of 30th May 1814, and by the present Convention.

4. As soon as the Arbitrators named by France, and by at least two of the other Parties interested, shall have taken this oath, all the said Commissioners who may be in Paris shall meet, under the presidency of the senior Commissioner, for the purpose of arranging the appointments of one or more of the recorders or record-keepers, and of one or more clerks, who are to be sworn before them, as well as for the purpose of discussing, if necessary, a general system for the dispatch of business, the keeping of the registers, and other matters of internal regulation.

5. The Commissioners appointed to form the Commissions of Arbitration being thus ordained, whenever the Commissioners of Liquidation shall not have agreed on a case, the Arbitrators are to proceed with the same in the manner hereinafter mentioned.

6. In those cases wherein the claims are of the nature provided for by the Treaty of Paris, or by the present Convention, and wherein the question is merely to determine on the validity of the demand, or the amount of the sum claimed, the Commission of Arbitration is to be composed of six Umpires, namely, three French, and three appointed by the reclaiming Government. The said six arbitrators shall then draw lots, for the purpose of deciding which of them is to be thrown out, and being thus reduced to five, are then finally to determine on the claim referred to them.

7. In the event of the question being, whether the contested claim can be reckoned amongst those provided for by the Treaty of Paris of 30th May 1814, or by the present Convention, the Commission of Arbitration is to be composed of six members, whereof three are to be French, and three named by the Government reclaiming; these six umpires are then to decide by a majority, whether the claim is susceptible of being admitted to liquidation; in the event of equality of votes, the examination of the affair is to be suspended, and is to become subject matter of future regular negotiation between the Governments.

8. Every time that a case shall be referred to the decision of a Commission of Arbitration, the government, whose Commissioner of Liquidation shall not have been able to agree with the French Government, shall name three Umpires, and France shall name as many, all of them chosen amongst those who shall have taken, or may take, previously to their acting, the stipulated oath. This choice is to be made known to the record-keeper, at the same time transmitting to him the whole of the documents. The record-keeper will duly note this nomination, and the deposit of the papers, and will enter the claim in the proper register, which shall have been opened for that purpose. When the turn of a claim shall come round in its regular order of entry, the record-keeper is to summon the six Arbitrators above-named.

When the case shall happen to be one of those specified in Section 6 of the present Article, the names of the said six Arbitrators shall be put in an urn, the last drawn shall of course go out, in order that their number may be reduced to five. The parties are, however, at liberty to abide, if they all agree thereto, by a Commission of four Arbitrators, the number of whom, in order to obtain an odd number, is to be in like manner reduced to three. In the cases specified by Section 7 of the present Article, the six Umpires, or the four, if the parties have agreed to that number, are to enter into discussion, without previous elimination of one of their number. In either of these cases, the Arbitrators convoked for the purpose are immediately to enter upon the examination of the claim, or class of claim in question, and are to decide by a majority of voices, without appeal. The record-keeper is to attend all the sittings, and to act as minute clerk. If the Commission of

Arbitration have not decided upon the class of a claim, though it has, on a claim itself, such decision terminates the affair. If it has decided on the class of a claim, the case, provided that class be acknowledged as admissible, goes back to the Commission of Liquidation, for that commission to determine on the admission of the individual claim, and the amount thereof, or refer it anew to a Commission of Arbitration of five or three members. Judgment being given, the recorder is to notify to the Commission of Liquidation every such sentence, for the purpose of being inserted in their proceedings, as the said decisions are to be considered and acted upon as precedents by the Commission of Liquidation.

It is to be well understood that the Commissions appointed by virtue of the present Article are not to extend their labours beyond the liquidation of the obligations specified by the present Treaty, and that of 30th May 1814.

VI. The high Contracting Parties, desiring to secure the full performance of the 21st Article of the Treaty of Paris of 30th May 1814, and, accordingly, determinate the mode of crediting France for such debts, specially secured in their origin by mortgages upon countries which have ceased to form part of France, or otherwise contracted by their internal administration, and which have been converted into inscriptions in the great book of the national debt of France, have agreed, that the amount of the capital, which each of the Governments of the said respective countries may have to reimburse to France, shall be determined by the price which the funds may bear, on an average, between the day of the signature of the present Convention and the 1st of January 1816. This capital is to be made good to France, according to the statements which the Commission appointed by Article 5 of the present Convention shall draw up and settle, every two months, after the titles have been duly verified, on the strength of which the inscriptions have been made.

France is not to be reimbursed the amount of the inscriptions arising from debts secured by mortgage on immoveables which the French Government have alienated, whatever be the nature of the said immoveables, provided the purchasers thereof have paid the amount into the hands of the agents of the French Government, unless the said immoveables should at present be (otherwise than by possession obtained unfairly during the continuance of the French administration) in the hands either of the present Government, of public establishments, or of the former possessors. The French Government remains charged with the payment of the dividends on those inscriptions.

The countervailing accounts of what may become due to France in inscriptions, and the payments to which she has engaged herself by the present convention, cannot be settled, but with mutual consent, excepting for what follows in the succeeding Article.

VII. From these reimbursements shall be deducted :

1. The interest on inscriptions in the great book of the State, till the period of the 22d December 1813 ; also, the interest which France may have paid subsequent to that period shall in like manner be made good to her by the respective Governments.

2. The capitals and interest secured by mortgage on immoveables alienated by the French Government, although the said capitals have not yet been converted into inscriptions in the great book of the public debt, provided, however, that, on account of the present stipulation, nothing shall be done contrary to the laws or orders of the Government, which decreed

forfeitures, &c, or in virtue of which the debts were to become extinct to the benefit of France, by way of "*confusion*" or of compensation.

VIII. The French Government having refused to recognize the claim of the Government of the Low Countries, relative to the payment of the interest of the debt of Holland, which may not have been paid for the half years of March and September 1813, it is agreed to refer to a Commission of Arbitration the decision of the principle of the said question.

This Commission is to be composed of seven members; two of them to be named by the French Government, two by the Government of the Netherlands, and the three others to be chosen from the States decidedly neuter, and who have no interest in the question, such as Russia, Great Britain, Sweden, Denmark, and the kingdom of Naples. The choice of these three last Commissioners is to be made in such manner, that one of them is to be named by the French Government, the other by that of the Netherlands, and the third by the said two neutral Commissioners.

The Commission is to meet at Paris on the 1st of February 1816. The members thereof are to take the same oath to which the Commissioners of Arbitration are subject, as stated in Article 5 of the present Convention, to be administered in the same manner.

As soon as the Commission shall be constituted, the Commissioners of Liquidation of the two Powers shall each submit in writing the arguments in support of their opinion, in order that the Arbitrators may be enabled to decide which of the two Governments, the French Government, or the Government of the Netherlands, shall be bound to pay the aforesaid arrears of interest, taking for basis the dispositions of the Treaty of Paris of the 30th May 1814, and whether the reimbursement which the Government of the Netherlands may have to make to France for inscriptions of the debts of countries reunited to the crown of the Netherlands, and detached from France, is to be required without deducting the dividends of the debt of Holland, in arrear for 1813.

IX. The liquidation shall be proceeded in of the unpaid interests of the debts secured on mortgage upon the soil of countries ceded to France by the Treaties of Campo Formio and Luneville, and arising from loans formally acknowledged by the Governments of the ceded countries, or from expenses incurred by the effective Administration of the said countries.

The Commissioners of Liquidation are to regulate their operations according to the dispositions of the Treaties of Peace, and the Laws and Decrees of the French Government, with respect to the liquidation and extinction of the debts of the nature in question.

X. As it has been stipulated by Article 23 of the Treaty of Paris of 30th of May 1814, that the French Government should reimburse the securities given by the public functionaries entrusted with the management of public money in the countries separated from France, six months after the presenting of their accounts, the case alone of misdemeanor being excepted, it remains agreed:

1. That the obligation of presenting their accounts to the French Government does not extend to the "*Receveurs Communaux*;" nevertheless, as the French Government has had an interest in certain portions of the receipts wherewith those accountable persons were charged, and that consequently it may still call for redress against them, in cases of misdemeanor, no application for restitution of their securities shall be presented, without being accompanied by a certificate from the superior authorities of the country to which these persons accountable may belong; at the same time specifying

the sum which, after the audit of their accounts, shall have been acknowledged to be due to the French Government on the account above-mentioned, and which the latter shall deduct from the security, giving proof that nothing is due to the same, except, in either case, the deduction of those balances which France has reserved to herself by Article 24 of the present Convention.

2. The accounts of the functionaries who have had the management of money belonging to the French Government, and who were bound to have their administration approved by the court of accounts, shall be examined by the French Government, in conjunction with the Commissioner of the present Government of the province where the person accountable has been employed.

The examination of each account is to take place within six months after it has been delivered in ; if, during this period, no decision has been given the French Government renounces all claim against the person accountable. This stipulation does not derogate, with respect to those who are accountable, from the time of forfeiture, fixed by Article 16, it being well understood, that in the event of the non-presentation of the accounts, the French Government reserves to itself the right of proceeding against the said persons accountable, in the customary manner.

3. The functionaries not being liable to be made responsible for what has occurred relatively to their "*caisses*," since the entrance of the foreign troops, it has been expressly agreed, that the French Government are not to charge them with the balances which they owed at that period, and that it shall only be a manifest misdemeanor, committed before the entrance of those troops, which shall authorize the French government to withhold the whole or part of the security. In all other respects the same is to be restored, in the manner expressed in Article 19, Section 2.

XI. Conformably to Article 25, of the Treaty of the 30th May 1814, the funds deposited by "*Communes*," and public establishments, in the coffers of Government, are to be repaid to them, with deduction of the advances which may have been made to them. The Commissioners of Liquidation are to verify the amount of the said deposits and advances. Nevertheless, should there be lodged any attachments, the repayment of these funds shall not take place until replevin shall have been ordered, by the proper tribunals, or voluntarily allowed by the attaching creditors. The French Government shall be bound to shew the justice of the said attachments. It is well understood, that such attachments lodged by creditors who are not Frenchmen, cannot authorize the French Government to detain these deposits.

XII. The funds belonging to the "*Caisse d'Agriculture*" of Holland, and which have been lodged as a deposit in the "*Caisse d'Amortissement*," in the "*Caisse de Service*," or in any other "*Caisse*" of Government, shall be restored as well as all other deposits, with the exception of such compensations as the said "*Caisses*" may have to debit the said funds.

XIII. The Commissioners of Liquidation and of Arbitration, ordained by virtue of Article 5 of the present Convention, shall also be employed in the liquidation of the objects, recited in Articles 22 to 25 of the Treaty of the 30th May 1814, and shall proceed in the same manner, with regard to these points, as that adopted for the other liquidations with which they are charged. The French Government engages to deliver, four months after the signature of the present Convention, to the respective Commissioners of Liquidation, exact statements, drawn from the treasury and other registers, of all sums and debts alluded to in the aforesaid Articles ; and these statements are to be

compared with the receipts of the claimants for the purpose of being thus proved.

XIV. The 26th Article of the Treaty of the 30th May 1814, which releases the French Government from the 1st January of the same year, from the payments of all pensions, civil, military, and ecclesiastical, allowances on retiring, and half-pay, to all individuals no longer subjects of France, is maintained. With regard to the arrears of pensions, to the period above-mentioned, the French Government engages to give evidence of them, by furnishing exact statements, drawn from the pension registers, which are to be compared with those kept by the local administrative authorities.

XV. Doubts having arisen upon the 31st Article of the Treaty of the 30th May 1814, concerning the restitution of the maps of the countries which have ceased to belong to France, it is agreed that all the maps of the countries ceded, including those which the French Government has caused to be executed, shall be exactly given up, with the copper-plates belonging to them, in the space of four weeks after the exchange of the ratifications of the present Treaty. The same shall be done respecting the archives, maps, and plates, taken away from the countries occupied for a time by the different armies, as it is stipulated in the second paragraph of the 31st Article of the said Treaty.

XVI. Governments who have claims to prefer in behalf of their subjects, engage to cause them to be presented for liquidation within a year, dating from the day of the exchange of the ratifications of the present Treaty; after which time they are to forfeit all right to claim and recovery.

XVII. Every two months an abstract is to be drawn up of the liquidations finally adjusted, approved, or decided, specifying the name of each creditor, and the amount for which his debt is to be discharged, either in principal or arrears of interest. The sums which are to be paid in cash by the royal treasury, either for capital or interest, shall be remitted to the Commissioners of Liquidation of the Government concerned, upon their receipts, signed or approved by the French Liquidators. With regard to the debts which, in conformity to Articles 4 and 19 of the present Convention, are to be paid in inscriptions in the great book of the public debt, they are to be entered in the names of the Commissioners of Liquidation of the Governments concerned, or of those whom they may appoint. These inscriptions are to be taken from the guarantee fund, stipulated by Article 20 of the present Convention, and in the manner specified by Article 21.

XVIII. All debts which bear interest, either according to law or the Treaty of the 30th May 1814, are to continue to bear the same. With respect to those to which no interest appertains, either from their nature, or by the said Treaty, they are to bear an interest of four per cent. from the date of the signature of the present Convention. All interest is to be paid in cash, and on the amount of the nominal value of the debt. The stipulations relating to interest are to be reciprocal between France and the other Contracting Powers.

XIX. The Treaty of the 30th May 1814, in regulating the periods within which the payments were to be completed, proclaimed three classes of debts. In order to make things agree with such an arrangement, it has been resolved to adopt, in like manner, three classes for reimbursement, as follows :

1. The deposits legally entrusted to the "*Caisse d'Amortissement*" are to be refunded in money, within six months from the exchange of the ratifications of the present Convention, whenever the delivery of the documents shall have taken place during the first three months of the liquidation. Those

cases, whereof the documents shall have been delivered in, subsequently, are to be liquidated within the succeeding three months.

2. The debts arising from the payment of securities or from funds which were deposited by the "*Communes*," and public establishments, in the "*Caisse de Service*," the "*Caisse d'Amortissement*," or any other "*Caisse*" of the French Government, are to be reimbursed in inscriptions in the great book of the public debt, at par; on condition, however, that in the event of the price of the day of settlement being under 75, the French Government is to have the benefit of the difference between the price of the day and 75.

3. The other debts, not comprehended in the two preceding sections, are to be likewise reimbursed in inscriptions at par; with this difference, however, that the French Government guarantees to them only a price of 60, at the same time engaging to make good the difference between the price of the day and 60.

XX. On the 1st of January next, at latest, shall be inscribed, as a guarantee fund, in the great book of the public debt of France, a capital producing 3,500,000 French francs yearly revenue, with possession, from 22d March 1816, in the name of two, four, or six Commissioners, one-half of the subjects of His most Christian Majesty, and the other half of the Allied Sovereign Powers; which said Commissioners are to be chosen and appointed, namely, one, two, or three, by the French Government, and one, two, or three, by the Allied Powers. They are to receive the said yearly income every six months, of which they are to be the trustees, without power of negotiating the same. They are to place the amount thereof in the public funds, and receive the accumulated and compound interest of the same for the benefit of the creditors.

In case the 3,500,000 francs of interest shall be insufficient, there shall be delivered to the said Commissioners inscriptions for larger sums, until their amount shall equal what may be necessary to pay the debts mentioned in the present Convention. These additional inscriptions, if they are necessary, shall be made over with the dividends from the same period as the 3,500,000 francs, yearly revenue above stipulated, and shall be administered by the same Commissioners, and according to the same principles. So that the debts which shall remain to be paid, shall be paid with the same proportion of accumulated and compound interest, as if the fund of guarantee had been from the first sufficient.

As soon as the payments due to the creditors shall have been made, the surplus of the inscriptions not employed, if there be any, as well as the proportion of accumulated and compound interest which shall belong thereto, shall be given up to the disposal of the French Government.

XXI. In proportion as the Abstracts of Liquidation, prescribed by Art. 17 of the present Convention, shall be delivered to the Trustees or Commissioners of Deposit, the latter are to examine the same, in order to their being forthwith entered in the great book of the public debt, to the debit of their trust, and to the credit of the Commissioners of Liquidation of the reclaiming Governments.

XXII. The present sovereigns of the countries which have ceased to belong to France hereby renew the engagement which they have contracted by Article 21 of the Treaty of the 30th May 1814, to account with the French Government, from the 22d December 1813, for such of the debts of the said countries as have been converted into inscriptions in the great book of the public debt of France. The accounts relative to all the said debts shall be drawn up and adjusted by the Commissioners appointed by Article 5 of

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the present Convention. It being understood, of course, that France is to continue the payment of the dividends on these inscriptions.

XXIII. The Governments aforesaid renew the engagement to refund to French subjects, in the service of the ceded countries, the sums which they may have to claim on account of securities, or deposits in their respective treasuries. These reimbursements to be made in the same manner agreed to in Article 19 of the present Convention, towards subjects of the said countries, for payments of a like nature.

XXIV. It is reserved to the French Government the right of deducting from those securities, which by Article 22 of the Treaty of the 30th of May 1814, and by Article 10 of the present Convention, it has engaged to refund such balances due, from persons accountable, whom a judgment of the court of accounts, given before the 30th of May 1814, shall have declared to be withholders of public money. Such deduction is to take place, without, however, being prejudicial to the proceedings which, in default of sufficient security may be directed against the defaulters, in the ordinary course, before the tribunals of the countries wherein the persons accountable have settled.

XXV. In the countries ceded by the Treaty of the 30th of May 1814, and by the present Treaty, such persons who have accepted bills negotiable, to the advantage of the royal treasury, or of the "*Caisse d'Amortissement*," (not receivers of direct contributions), and who should not have honoured the same, when they become due, may be proceeded against for payment, before the regular tribunals of the country where they are settled, unless they should have been compelled to pay them before the 30th of May 1814, or with regard to the countries ceded by the present Treaty, before the — November 1815, in favour of the agents of the new possessors of the countries.

XXVI. All that has been agreed to by the present Convention, with respect to the period within which the creditors of France are to deliver in their claims for liquidation, the time when the abstracts of liquidation are to be drawn up, the interest to be allowed to the respective classes of debts, and the manner in which they are to be paid, applies equally to those debts which France may have to claim from the Governments of the countries detached from France.

Done at Paris, November 20, in the year of our Lord 1815.

Signed CASTLEREAGH, (L.S.)
WELLINGTON, (L.S.)

Signed RICHELIEU, (L.S.)

Convention between Great Britain and France for the final Arrangement of the Claims of British Subjects upon the French Government. Signed at Paris, April 25, 1818.

His Britannic Majesty and His Most Christian Majesty, being desirous of removing all the obstacles which have hitherto retarded the full and entire execution of the Convention (No. 7.) concluded in conformity to Article 9 of the Treaty of the 20th of November 1815, relative to the examination and liquidation of the claims of the subjects of His Britannic Majesty against the Government of France, have named for their Plenipotentiaries:—His Britannic Majesty—Sir Charles Stuart, G.C.B. His Ambassador Extraordinary and Plenipotentiary to His Most Christian Majesty, &c. &c. &c., and His Most Christian Majesty, the Sieur Armand Emanuel Duplessis Richelieu, Duke of Richelieu, His Minister and Secretary of State for Foreign Affairs, and President of His Privy Council, &c. &c. &c. who, after having respectively communicated their full Powers, have agreed to the following Articles :

1. In order to effect the payment and entire extinction, as well of the capital as of the interest thereon, due to the subjects of His Britannic Ma-

jeſty, and of which the payment has been claimed in virtue of the additional Article to the Treaty of the 30th of May 1814, and alſo in virtue of the above-mentioned Convention of the 20th of November 1815, there ſhall be inſcribed, in the great book of the public debt of France, a perpetual annuity of 3,000,000 of francs, representing a capital of 60,000,000 of francs, and which 3,000,000 ſhall bear interest from the 22d of March 1818.

2. Such part of the annuity as is ſtill diſposable out of the fund created in virtue of the 9th Article of the above-mentioned Convention of the 20th of November 1815, together with all the interest accumulated thereon ſince the 22d of March 1816, ſhall be equally applicable to the payment of the ſaid claims; in conſequence, the inſcriptions of the above-mentioned annuities ſhall be delivered over to the Commiſſioners of His Britannic Maſteſty, immediately after the exchange of the ratifications of the preſent Convention.

3. The annuity of 3,000,000 of francs which ſhall be created, in conformity to the above 1ſt Article, ſhall be divided into twelve equal inſcriptions, all of which ſhall bear interest from the 22d of March 1818, and ſhall be inſcribed in the name of the Commiſſioners of His Britannic Maſteſty, or of thoſe whom they ſhall appoint, and ſhall be made over to them at the rate of one in each ſucceſſive month, to begin from the day of the exchange of the ratifications of the preſent Convention.

4. The delivery of the ſaid inſcriptions ſhall take place, notwithstanding any notifications of transfer or attachments laid at the royal treasury of France, or in the hands of the Commiſſioners of His Britannic Maſteſty.

The liſt of the notifications which may have been laid at the royal treasury, together with the requiſite documents, ſhall, nevertheless, be delivered over to the ſaid Commiſſioners of His Britannic Maſteſty, within the term of one month from the date of the exchange of the ratifications of the preſent Convention; and it is agreed that the payment of the monies in litigation ſhall be ſuſpended until the ſuits which ſhall have given riſe to the ſaid attachments or notifications ſhall have been tried by a competent tribunal, which, in ſuch caſe, ſhall be that of the party in poſſeſſion.

When the above-mentioned term of delay ſhall have expired, no attention ſhall be paid to the attachments or notifications of transfer, which ſhall not have been communicated to the Commiſſioners, either by the treasury or by the parties. It ſhall, however, be allowable to lodge attachments, or to execute any other act, preſervative of their interests, in the hands of the ſaid Commiſſioners, or of the British Government.

5. The British Government deſiring, for the interests of its ſubjects, being creditors of France, to take the moſt efficacious meaſures for effecting the liquidation of the claims and the diſtribution of the funds to which the ſaid creditors ſhall be entitled in their reſpective proportions, according to the principles contained in the ſtipulations of the Treaty of the 30th of May 1814, and of the Convention of the 20th November 1815, it is agreed that, for this purpoſe, the French Government ſhall cauſe to be delivered to the Commiſſioners of His Britannic Maſteſty, the documents in ſupport of the claims which are unpaid, and ſhall give, at the ſame time, the moſt poſitive orders that all the information and documents, which ſhall be neceſſary for verifying the claims, ſhall be furniſhed within the ſhorteſt poſſible term, by the officers of the French departments of Government.

6. The claims of the ſubjects of His Britannic Maſteſty already liquidated, and of which a fifth portion ſtill remains to be paid, ſhall be diſcharged at

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the dates which have been previously fixed upon, and the fifth portions shall be delivered on the sole authority of the Commissioners of His Britannic Majesty.

7. The present Convention shall be ratified, and the ratifications shall be exchanged within the term of one month, or sooner if it can be done.

Done at Paris, the 25th Day of April 1818.

Signed CHARLES STUART, (L.S.)

RICHELIEU, (L.S.)

Separate Article.

It is provided that the Convention of this day, between Great Britain and France, shall in no way detract from the claims of subjects of His Britannic Majesty, founded upon the Additional Article of the Convention of the 20th day of November 1815, respecting English merchandize imported into Bourdeaux, which claims shall be definitively settled conformably to the terms of the above-mentioned Additional Article.

The present Article shall have the same force and effect as if it were inserted, word for word, in the above-mentioned Convention.

In witness whereof the respective Plenipotentiaries have signed the same, and have affixed thereunto the seals of their arms.

Done at Paris, the 25th day of April 1818.

Signed CHARLES STUART, (L.S.)

RICHELIEU, (L.S.)

Additional Articles.

The Courts of Great Britain and France having agreed to terminate, by an amicable compromise, the difficulties which have hitherto prevented the complete liquidation and payment of the sums due to the subjects of His Britannic Majesty, whose claims were founded upon the Additional Article of the 20th November 1815, confirmed by the Additional (Separate) Article of the 25th April last,—the undersigned, Sir Charles Stuart, His Britannic Majesty's Ambassador Extraordinary and Minister Plenipotentiary at the Court of His Most Christian Majesty, &c. &c. &c. and the Duke of Richelieu, His Most Christian Majesty's Minister and Secretary of State for Foreign Affairs, and President of the Council of His Ministers, &c. &c. &c. being furnished with the authority of their respective Governments, have agreed upon the following Articles :

1. The total amount of the payments to be made by France for the discharge and entire extinction of the sums due to the subjects of His Britannic Majesty, resulting from the decision of His Most Christian Majesty, relative to the British merchandize introduced into Bourdeaux, in consequence of the tarif of customs published the 24th March 1814, is fixed at the sum of 450,000 francs.

2. The said sum of 450,000 francs shall be paid into the hands of the Commissioners, appointed for the purpose by His Britannic Majesty, in equal portions of 75,000 francs each, the payment of which shall take place the 1st day of every month, reckoning from the 1st of August next, so that the whole sum shall be paid by the 1st of January 1819.

3. The present Articles shall be ratified, and the ratifications exchanged in the space of one month, or sooner, if possible.

In witness whereof, the undersigned have signed the same, and have affixed thereunto the seals of their arms.

Done at Paris, the 4th of July 1818.

Signed CHARLES STUART, (L.S.)

RICHELIEU, (L.S.)

Convention between Great Britain and

The Courts of Great Britain, Austria, Prussia, and Russia, Contracting Parties to the Treaty of the 20th of November 1815, considering that the

Liquidation of private claims upon the French Government, founded upon the Convention (No. 13.) concluded conformably to Article 9 of the said Treaty, for regulating the execution of the 19th and following Articles of the Treaty of the 30th of May 1814, had become, by the uncertainty of its duration and result, a source of continually increasing anxiety to the French nation, and consequently participating in the desire of His Most Christian Majesty to put an end to that uncertainty, by an arrangement which should discharge all those claims by a fixed sum, the said Powers, and His Most Christian Majesty, have named for their Plenipotentiaries, viz. :

His Majesty the King of the United Kingdom of Great Britain and Ireland : Sir Charles Stuart, G. C. B. His Ambassador Extraordinary and Plenipotentiary to His Most Christian Majesty, &c. &c. &c.

His Majesty the Emperor of Austria, King of Hungary and Bohemia : the Sieur Nicholas Charles Baron de Vincent, His Envoy Extraordinary, and Minister Plenipotentiary to His Most Christian Majesty, &c. &c. &c.

His Majesty the King of France and Navarre : the Sieur Armand Emanuel Duplessis Richelieu, Duke of Richelieu, His Minister and Secretary of State for Foreign Affairs, and President of the Council of His Ministers, &c. &c. &c.

His Majesty the King of Prussia : the Sieur Charles Frederick Henry Count de Goltz, His Envoy Extraordinary, and Minister Plenipotentiary to His Most Christian Majesty, &c. &c. &c.

His Majesty the Emperor of all the Russias, King of Poland : the Sieur Charles André Pozzo di Borgo, Lieutenant General in His Armies, His Minister Plenipotentiary to His Most Christian Majesty, &c. &c. &c.

And the undersigned Plenipotentiaries being of opinion that the concurrence of His Excellency Field Marshal the Duke of Wellington would effectually contribute to the success of this negotiation ; after having settled in concert with him, and by the consent of the Parties concerned, the bases of the arrangement to be concluded, have agreed, in virtue of their full Powers to the following Articles :

1. For the purpose of effecting the total discharge of debts contracted by France, in countries which do not form a part of her present territory, with any individuals, corporations, or establishments whatsoever, payment of which debts is claimed in virtue of the Treaties of the 30th of May 1814, and of the 20th of November 1815, the French Government engages to cause to be inscribed upon the great book of its public debt, with interest from the 22d of March 1818, a *rente* of 12,040,000 francs, representing a capital of 240,800,000 francs.

2. The sums to be reimbursed to the French Government in virtue of Article 21. of the Treaty of the 30th May 1814, and of Articles 6, 7, and 22. of the aforesaid Convention of the 20th November 1815, will serve to complete the means of discharging the said debts owing by France to the subjects of those Powers who were charged with the reimbursement of these sums. And, consequently, the French Government abandons every claim in respect to the said reimbursement.

On their part, the said Powers acknowledge, that as the deductions and compensations (*bonifications*), stipulated in their favour by Article 7. of the Convention of the 20th November 1815, are either comprised in the amount of the sum fixed by Article 1. of the present Convention, or are abandoned by the Powers interested, all reclamations and claims on that account are now completely cancelled. It is understood that the French Government, conformably to the stipulations contained in the 6th and 22d Articles of the same Convention, shall continue to pay the interest of the debts of countries detached from its territory, which have been converted into inscriptions in

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France ; for the final Liquidation of the private Claims upon the French Government. Signed at Paris, the 25th April 1818.

the great book of the public debt, whether those inscriptions remain in the hands of their original possessors, or shall have been transferred to other persons. Nevertheless, France shall no longer be charged with the life annuities originating from the same source, the payment of which shall be at the charge of the actual possessors of the territory, computing from the 22d of December 1813.

It is further agreed, that no objections shall be made to the free transfer of inscriptions of *rentes* belonging to those individuals, communities, or corporations which have ceased to be French.

3. As the deductions, which the French Government might have been authorized to make from the securities of persons deemed accountable, as provided for by the 10th and 24th Articles of the Convention of the 20th November 1815, are equally included in the arrangement which forms the object of this Convention, they are hereby completely annulled. With respect to such of these securities as have been furnished in immoveables, or in inscriptions on the great book, the cancelling of the mortgage inscriptions, or the withdrawing of the protests, shall take place upon the demand of the aforesaid Governments; and the said inscriptions, as well as the acts of replevy, shall be remitted to their respective Commissioners, or to their delegates.

4. The sums under the heads of securities, deposits, or consignments, vested by French subjects in the service of countries detached from France, and placed in the respective funds of those countries, and which sums were to be repaid them in virtue of the 22d Article of the Treaty of the 30th of May 1814, being comprised in the present transaction, the above named Powers are completely exonerated on that point, and the Government of France undertakes to reimburse them.

5. By virtue of the stipulations contained in the preceding Articles, France is completely liberated, as well in respect of the principal as the interest, prescribed by the 18th Article of the Convention of the 20th November 1815, of the debts of every description, contemplated in the Treaty of the 30th of May 1814, and the Convention of the 20th November 1815, and claimed in the manner prescribed by the aforesaid Convention; so that the said debts shall be considered with respect to France, as extinguished and annulled, and can never be again brought forward against her in any shape whatever.

6. In consequence of the preceding arrangements, the mixed Commissions instituted by the 5th Article of the Convention of the 20th November 1815, shall close the proceedings of liquidation ordered by that Convention.

7. The *rente* which shall be created in virtue of the 1st Article of the present Convention, shall be distributed amongst the hereinafter named Powers, as follows :

	France.		France.
Anhalt Bernbourg - -	17,500	Hanover - - -	500,000
Anhalt Dessau - - -	18,500	Hesse (Electoral) -	25,000
Austria - - -	1,250,000	Grand Duchy of Hesse,	
Baden - - -	32,500	comprising Oldenburgh	348,150
Bavaria - - -	500,000	The Ionian Isles, the Isle	
Bremen - - -	50,000	of France, and other	
Denmark - - -	350,000	countries under the do-	
Spain - - -	850,000	minion of His Britannic	
The Roman States -	250,000	Majesty - - -	150,000
Frankfort - - -	35,000	Lubeck - - -	100,000
Hamburgh - - -	1,000,000	Mecklenburgh Schwerin	25,000

	Francs.		Francs.	Vol. I. Ch. II. FRANCE.
Mecklenburgh Strelitz -	1,750	Switzerland - -	250,000	
Nassau - - -	6,000	Tuscany - - -	225,000	
Parma - - -	50,000	Wirtemburgh - -	20,000	
The Netherlands -	1,650,000	Hanover, Brunswick,		
Portugal - - -	40,900	Hesse Electoral, and		
Prussia - - -	2,600,000	Prussia - - -	8,000	
Reuss - - -	3,250	Hesse (Electoral) and		
Sardinia - - -	1,250,000	Saxe Weimar - -	700	
Saxony - - -	225,000	Grand Duchy of Hesse		
Saxe Gotha - - -	30,000	and Bavaria - -	10,000	
Saxe Meiningen -	1,000	Grand Duchy of Hesse,		
Saxe Weimar - -	9,250	Bavaria, and Prussia -	40,000	
Schwartzburgh -	7,500	Saxony and Prussia -	110,000	

8. The sum of 12,040,000 francs in *rentes*, stipulated for in the 1st Article, shall bear interest from the 22d March 1818, the whole of it shall be deposited in the hands of the Special Commissioners of the Courts of Austria, Great Britain, Prussia, and Russia, to be afterwards delivered to those entitled thereto, at the periods and in the manner following :

1. On the first of each month, the twelfth part of such sum as may become due to each Power, conformably with the foregoing distribution, shall be transferred to their Commissioners at Paris, or their Delegates ; which Commissioners or Delegates shall dispose thereof, in the manner hereafter directed.

2. The respective Governments or the Commissioners of Liquidation to be appointed by them, shall, at the end of every month, cause to be transferred to the individuals whose debts shall have been liquidated, and who may wish to remain proprietors of the shares of *rentes* which shall be allotted them, inscriptions to the amount of the sums that may be due to them respectively.

3. All other liquidated claims, as well as the sums which may not be of an amount sufficient to form a separate inscription, shall be united in one collective inscription by the respective Governments, who shall direct their Commissioners or Agents, in Paris, to sell them for the benefit of the parties interested.

The deposit of the aforesaid *rente* of 12,040,000 francs, shall be made on the first day of the month succeeding the date of the exchange of the ratifications of the present Convention, by the Courts of Austria, Great Britain, and Prussia, only, on account of the remote situation of the Court of Russia.

9. The delivery of the said inscriptions shall take place notwithstanding any notice of transfer or protest to the royal treasury of France.

Nevertheless the protests and notices which shall have been made to the Treasury or delivered to the Commissioners of Liquidation, shall have, according to the order of their inscription, their full and entire effect, for the benefit of the third party concerned, provided (with regard to those which have been inscribed at the Treasury), that within the period of one month from the day of the exchange of the ratifications of the present Convention, a list thereof shall be transmitted to the Commissioners of the respective Powers, with its supporting documents ; without, however, any prejudice to the power which the parties interested retain, to make good the same in a direct manner by the production of their documents. The precise term above-mentioned having expired, no regard shall be paid to the protests or notices which shall not have been previously delivered in to the Commissioners, whether from the Treasury or other persons concerned.

Protests or appeals shall however be admitted, when made to the said Commissioners or to the Governments to which they belong. The protests,

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of which notice shall have been given within the proper time, either in respect to claims established or judgments obtained, shall be carried before the tribunal of the party attached.

10. The respective Governments being desirous to adopt the most effectual means of liquidating the debts due from France to the subjects of each, and of distributing the funds to which the said creditors are in due proportion entitled, according to the principles contained in the stipulations of the Treaty of the 30th May 1814, and of the Convention of the 20th November 1815; it is agreed that, to this end, the French Government shall cause to be transmitted to the Commissioners of the said Governments, or their delegates, the files containing the documents in support of the claims not yet discharged, and at the same time shall give the most precise orders, that all the information and papers that can be necessary for the verification of those claims, shall be furnished with the least possible delay to the said Commissioners, by the different offices and departments. It is further agreed, that in cases where payments shall have been made on account, or the French Government shall have had charges or deductions to make upon any of these individual Claims, such payments, charges, and deductions shall be exactly specified.

11. The liquidation of the claims for military services requiring certain particular forms, it is agreed with regard thereto : 1st—That for the payment of the military who have belonged to Corps, the Boards of Administration of which have furnished schedules of liquidation, it shall be sufficient that the said schedules be produced, or extracts therefrom, duly certified.

2d—That where the Boards of Administration of Corps shall not have furnished schedules of liquidation, the depositaries of the archives of the said Corps shall ascertain the sums due to the military belonging thereto, and deliver in a schedule thereof, to the correctness of which they shall certify.

3d—That debts due to Officers of the Staff, or to officers unattached, as well as to the persons employed by the Military Administration, shall be verified at the War-Offices, conformably to the regulations established for the French military, and *employés*, by the circular of the 13th December 1814, the documents in support of the schedules being annexed thereto, or when that shall not be practicable, communication being made of the same to the Commissioners or their delegates.

12. To facilitate the liquidation that is to take place according to the 10th Article above cited, the Commissioners named by the French Government shall form the medium of communication with the different Offices and Administrations. Through their means also the files of justificatory documents shall be transmitted. These transfers shall be correctly verified, and registry thereof taken for them, either on the margin, or by a *procès verbal*.

13. Whereas certain territories have been divided between several States, and whereas in such cases, that State to which the greatest part of the territory belongs, has in general engaged to bring forward the common claims, founded upon the 6th, 7th, and 9th Articles of the Convention of the 20th November 1815; it is agreed that the Government which shall have put forward the claims, shall, in paying the creditors, treat the subjects of all the States interested as his own. On the other hand, since, notwithstanding this division of territories, the principal possessor has borne the deduction of the whole capital and interest reimbursed, the other co-states shall account to him for the same, in proportion to the part of the said territory possessed by each one, conformably to the principles laid down in the 6th and 7th Articles of the Convention of the 20th November 1815. If any difficulties should arise relative to the execution of the present Article, they shall be settled by a Commission of Arbitration, formed according to the mode

and principles indicated by the 8th Article of the above-mentioned Convention.

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14. The present Convention shall be ratified by the high Contracting Powers, and the ratifications be exchanged at Paris, within the space of two months, or sooner if practicable.

15. The States not actually Contracting Parties to the present Convention, but whose interests are affected thereby, in conformity to the preliminary Agreement which took place between their Plenipotentiaries, and his Excellency the Duke of Wellington, in concert with the undersigned Plenipotentiaries of the Courts, who were Contracting Parties to the Treaty of the 20th November 1815, are invited to transmit their Acts of accession within the said space of two months.

Done at Paris, the 25th April 1818.

Signed CHAS. STUART, (L.S.)

LE BARON DE VINCENT, (L.S.)
RICHELIEU, (L.S.)
F. COMTE DE GOLTZ, (L.S.)
POZZO DI BORGO, (L.S.)

SPAIN. (1)

1. First, it is agreed and concluded, that from this day forward there shall be, between the Two Crowns of Great Britain and Spain, a general, good, sincere, true, firm, and perfect Amity, Confederation and Peace, which shall endure for ever, and be observed inviolably, as well by land as by sea, and fresh waters; and also between the lands, countries, Kingdoms, Dominions, and Territories belonging unto, or under the obedience of either of them. And that their subjects, people, and inhabitants respectively, of what condition, degree, or quality soever, from henceforth reciprocally, shall help, assist, and shew to one another all manner of love, good offices, and friendship.

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SPAIN.

Treaty of Peace and Friendship between Great Britain and Spain. Signed at Madrid, 23d day of May 1667. (2)

2. That neither of the said Kings, nor their respective people, subjects or inhabitants within their Dominions, upon any pretence, may, in public or secret, do, or procure to be done, any thing against the other, in any place, by sea or land, nor in the ports or rivers of the one or the other, but shall treat one another with all love and friendship; and may by water and by land, freely and securely pass into the confines, countries, lands, Kingdoms, Islands, Dominions, cities, towns, villages, walled or without wall, fortified or unfortified, their havens and ports (where hitherto trade and commerce hath been accustomed), and there trade, buy, and sell, as well of and to the inhabitants of the respective places, as those of their own nation, or any other nation that shall be or come there.

3. That the said Kings of Great Britain and Spain shall take care that their respective people and subjects from henceforward do abstain from all force, violence, or wrong; and if any injury shall be done by either of the said Kings, or by the people or subjects of either of them, to the people or subjects of the other, against the Articles of this Alliance, or against common right, there shall not therefore be given letters of reprisal, marque, or counter-

(1) As to treaties between Great Britain and Spain in particular, and decisions thereon, see ante, 1 vol. 617.

(2) Renewed by Article 2. of the Treaty of Versailles, 1783.

marque, by any of the Confederates, until such time as justice is sought and followed in the ordinary course of law. But if justice be denied or delayed, then the King, whose people or inhabitants have received harm, shall ask it of the other, by whom (as is said) the justice shall have been denied or delayed, or of the Commissioners that shall be by the one King or the other appointed to receive and hear such demands, to the end that all such differences may be compounded in friendship, or according to law. But if there should be yet a delay, or justice should not be done, nor satisfaction given within six months after having the same so demanded, then may be given letters of reprisal, marque or counter-marque.

4. That between the King of Great Britain, and the King of Spain, and their respective people, subjects and inhabitants, as well as upon sea, as upon land, and fresh waters, in all and every their Kingdoms, lands, countries, Dominions, confines, Territories, provinces, islands, plantations, cities, villages, towns, ports, rivers, creeks, bays, streights and currents, where hitherto trade and commerce hath been accustomed, there shall be free trade and commerce, in such way and manner, that without safe conduct, and without general or particular licence, the people and subjects of each other may freely, as well by land as by sea, and fresh waters, navigate and go into their said countries, Kingdoms, Dominions, and all the cities, ports, currents, bays, districts, and other places thereof; and may enter into any port with their ships laden or empty, carriage or carriages wherein to bring their merchandize, and there buy and sell what and how much they please, and also at just and reasonable rates provide themselves with provisions and other necessary things for their subsistence and voyage; and also may repair their ships and carriages, and from thence again freely depart with their ships, carriages, goods, merchandize and estate, and return to their own countries, or to such other places as they shall think fit, without any molestation or impediment, so that they pay the duties and customs which shall be due, and saving to either side the laws and ordinances of their country.

5. Item, It is likewise agreed, that for the merchandizes which the subjects of the King of Great Britain shall buy in Spain, or other the Kingdoms or Dominions of the King of Spain, and shall carry in their own ships, or in ships hired or lent unto them, no new customs, toll, tenths, subsidies, or other rights or duties whatsoever, shall be taken or increased, other than those which, in the like case, the natives themselves, and all other strangers are obliged to pay; and the subjects aforesaid, buying, selling, and contracting for their merchandizes, as well in respect of the prices, as of all duties to be paid, shall enjoy the same privileges which are allowed to the natural subjects of Spain; and may buy and lade their ships with such goods and merchandizes; which said ships being laden, and customs paid for the goods, shall not be detained in port upon any pretence whatsoever; nor shall the laders, merchants, or factors, who bought and loaded the goods aforesaid, be questioned after the departure of the said ships, for any matter or thing whatsoever concerning the same.

6. And to the end that the officers and ministers of all cities, towns, and villages belonging to either, may neither demand nor take from the respective merchants and people, greater taxes, duties, stipends, recompences, gifts, or any other charges, than what ought to be taken by virtue of this Treaty; and that the said merchants and people may know and understand with certainty what is ordained in all things touching this; It is agreed and concluded, that tables and lists shall be put up at the doors of the custom-houses and registries of all the cities, villages, and towns of, or appertaining to one or the other King where such rights and excises or customs are usually paid; in which, how much, and of what quality, such rights, customs, subsidies,

and payments, either to the Kings or any the aforesaid officers are allowed, shall be put down in writing, declaring as well the species of what is imported, as what is carried out. And if any officer, or any other in his name, upon any pretence whatsoever, in public or secret, directly or indirectly, shall ask or receive of any merchant or other person respectively, any sum of money or other thing, by the name of right, due, stipend, allowance, or recompence,) though it be by the way of voluntary donative) more or otherwise than aforesaid, the said officer or his deputy being in such manner guilty, and convicted before a competent judge in the country where the crime is committed, shall be put in prison for three months, and shall pay thrice the value of the thing so received; of which the half shall be for the King of the country where the crime is committed, and the other half for the denunciator, for the which he may sue his right before any competent judge of the country where it shall happen.

7. That it shall be lawful for the subjects of the King of Great Britain, to bring out, and carry into Spain, and all or any lands and Dominions of the King of Spain (where heretofore they have used trade and commerce) and trade there with all kind of merchandize, cloths, manufactures, and things of the Kingdom of Great Britain, and the manufactures, goods, fruits, and kinds of the islands, towns, and plantations to Him appertaining, and what shall have been bought by English factors on this side or farther on the other side of the Cape of *Buena Esperança*, without being enforced to declare to whom, or for what price they sell their said merchandize and provisions, or being molested for the errors of the masters of the ships, or others, in the entry of the goods; and at their pleasure to return again out of the Dominions of the King of Spain, with all or any goods, estates, and merchandize, to any of the Territories, Islands, Dominions, and countries of the King of England, or to any other place, paying the rights and tributes mentioned in the antecedent chapters; and the rest of all their lading which is not brought to land, they may detain, keep, and carry away in their said ship or ships, vessel or vessels again, without paying any right or imposition whatsoever for it, as if there-with they had never been within any bay or port of the Catholic King. And all the goods, estates, merchandize, ships, or other vessels, with any things introduced into the Dominions or places of the Crown of Great Britain as prizes, and judged for such in the said Dominions and places, shall be taken for goods and merchandize of Great Britain, comprehended so by the intention of this Article.

8. That the subjects and vassals of the most Serene King of Great Britain may bring and carry to all and singular the Dominions of the King of Spain, any fruits and commodities of the East Indies, it appearing by testimony of the Deputies of the East India Company in London, that they are of, or have come from the English conquests, plantations, or factories, with like privilege, and according to what is allowed to the subjects of the United Provinces, by the Royal *Cedulas* of *Contravando*, bearing date the 27th of June and the 3d of July 1663, and published on the 30th of June, and 4th of July the same year. And for what may concern both the Indies, and any other parts whatsoever, the Crown of Spain doth grant to the King of Great Britain and His subjects, all that is granted to the United States of the Low Countries and their subjects, in their Treaty of Munster 1648, point for point, in as full and ample manner as if the same were herein particularly inserted, the same rules being to be observed whereunto the subjects of the said United States are obliged, and mutual offices of friendship to be performed from one side to the other.

9. That the subjects of the King of Great Britain, trading, buying, and selling in any of the Kingdoms, Governments, Islands, ports, or Territories

the said King of Spain, shall have, use, and enjoy all the privileges and immunities which the said King hath granted and confirmed to the English merchants that reside in Andalusia, by His Royal *Cedulas* or orders, dated the 19th day of March, the 26th day of June, and the 9th day of November 1645. His Catholic Majesty by these presents re-confirming the same as a part of this Treaty between the Two Crowns. And to the end that it be manifest to all, it is consented, that the said schedules (as to the whole substance thereof) be passed and transferred to the body of the present Articles, in the name and favour of all and singular the subjects of the King of Great Britain, residing and trading in any places whatsoever within His Catholic Majesty's Dominions.

10. That the ships or any other vessels that shall belong to the King of Great Britain, or His subjects, navigating into the King of Spain's Dominions, or any of His ports, shall not be visited by the Judges of Contraband, or by any other officer or person, by his own or by any other authority; nor shall any soldiers, armed men, or other officers or persons, be put on board any of the said ships or vessels; nor shall the officers of the custom-house of the one or the other party, search in any vessels or ships belonging to the people of the one or the other, which shall enter into their regions, Dominions, or respective ports, until their said ships or vessels are unladen, or until they have carried on shore all the lading and merchandize which they declare they resolve to disembark in the said port; nor shall the captain, master, or any other of the company of the said ships be imprisoned, or they or their boats detained on shore; but in the interim, officers of the custom house may be put on board the said vessels or ships, so they exceed not the number of three for each ship, to see that no goods or merchandize be landed out of the said ships or vessels, without paying such duties as by these Articles either party is obliged to pay; which said officers are to be without any charge to the ship or ships, vessel or vessels, their commanders, mariners, company, merchants, factors, or proprietors. And when it happens that the master or owner of any ship shall declare the whole lading of his said ship is to be discharged in any port, the entry of the said lading shall be made in the custom-house after the usual manner; and if after the entry made, any other goods be found in the said ship or ships, more than what are contained in the said entry, eight working days shall be allowed them on which they may work (which shall be reckoned from the day they began to unlade) to the end that the concealed goods may be entered, and the confiscation of them prevented: and in case that in the time limited, the entry or manifestation of them shall not have been made, then such particular goods only, which shall be found as aforesaid, though the unlading be not finished, shall be confiscated, and not any other; nor shall other trouble be given, or punishment inflicted on the merchant or owner of the ship; and when the ships or vessels are re-laden, they may have freedom to go out again.

11. That the ship or ships appertaining to the one or the other King, or to their respective people and subjects, that shall enter into any ports, lands, or Dominions of the one or the other, and shall discharge any part of their goods and merchandizes in any port or haven, being consigned with the rest to other places within or without the said dominions, shall not be obliged to register or pay the rights of any other goods or merchandize, than of that of which they shall unlade in the said port or haven, nor be constrained to give bond for the goods they shall carry to other places, nor any other security, if it be not in case of felony, debt, treason, or other capital crime.

12. Whereas the one moiety of the custom of all foreign goods and merchandizes imported into England, is allowed and returned back to the im-

porter, if the said goods be exported out of the said Kingdom within twelve months after the first landing, upon oath made that they are the same goods which paid custom inwards, and that if they be not re-shipped within the said twelve months, yet they may at all times be exported without paying any custom or duty outwards: it is therefore agreed, that if any the subjects of the King of Great Britain shall hereafter land any goods or merchandize, of what growth or nature soever they be, in any of the ports of His Catholic Majesty, and having entered them, and paid the custom which by this Treaty ought to be paid, and shall afterwards desire to transport them, or any part of them, to any other place whatsoever, for a better market, it shall and may be lawful for him or them so to do freely, without paying or being demanded any other custom or duty at all for the same, he or they making oath, if required thereunto, that they are the same goods for which custom was paid at their landing: and in case that the subjects, people, and inhabitants of the Dominions of either part shall unlade, or have in any city, town, or village respectively, any goods, merchandizes, fruits, or estates, and have paid the customs due, according to what hath been declared, and after that, not being able to put them off, shall resolve to remit them to some other city, town, or village of the said Dominions, they may not only do it without difficulty or impediment, and without paying other rights than what were due at their entry, but likewise the custom or rights shall not be paid again in any other part of the said Dominions, bringing certificates from the officers of the custom-house, that they were paid before in the due form. And the chief farmers and Commissioners of the King of Spain's rents in all places, or some other officer or officers to be appointed for that purpose, shall at all times permit and suffer the transportation of all such goods and merchandizes from place to place, and give sufficient certificate to the owners thereof, or their assigns, of their having paid their custom at their first landing, whereby they may be carried to, and landed at any other port or place of the said jurisdiction, free from all duties or impediments whatsoever, as aforesaid, saving always the right of any third person.

13. That it shall be lawful for the ships belonging to the subjects of the one or the other King, to anchor in the roads or bays of either, without being constrained to enter into port; and in case they be necessitated to enter thereinto, either by distress of weather, fear of enemies, pirates, or any other accident, in case the said ships be not bound to an enemy's port, and carrying thither contraband goods (whereof without some clear proof they shall not be questioned), it shall be lawful for the said subjects to return to sea freely when they please with their ships and goods, so as they do not break bulk, or expose any thing to sale; and that when they cast anchor, or enter the ports aforesaid, they be not molested or visited; and it shall suffice, that in this case they show their passports, or sea papers, which being seen by the respective officers of either King, the said ships shall return freely to sea without any molestation.

14. And if any ship or ships belonging to the subjects and merchants of the one or the other, entering into bays, or in the open sea, shall be encountered by the ships of the said Kings, or of privateers their subjects; the said ships, to prevent all disorders, shall not come within cannon shot, but shall send their long boat, or pinnace, to the merchant-ship, and only two or three men on board, to whom the master or owner shall shew his passports and sea-letters, according to the form which shall be inserted at the end of this Treaty, whereby not only the ship's lading, but the place to which she belongs, and as well the master and owner's name, as the name of the ship, may appear; by which means the quality of the ship, and her master or owner will be sufficiently known, as also the commodities she carries, whether they be contraband or not; to the which passports and

sea-letters, entire faith and credit shall be given, so much the rather, for that as well on the part of the King of England, as of the King of Spain, some countersigns shall be given (if it shall be found necessary) whereby their authenticity may the better appear, and that they may not be in any wise falsified.

15. If any prohibited merchandize or goods shall be exported from the Kingdoms, Dominions and Territories, of either of the said Kings, by the respective people or subjects of the one or the other, in such case the prohibited goods only shall be confiscated, and not the other goods; neither shall the delinquent incur any other punishment, except the said delinquent shall carry out from the respective Kingdoms or Dominions of the King of Great Britain, the proper coin, wool, or fullers'-earth of the said Kingdoms; or shall carry out of the respective Kingdoms or Dominions of the said King of Spain, any gold or silver, wrought or unwrought; in either of which cases the laws of the respective countries are to take place.

16. That it shall be lawful for the people and subjects of both Kings, to have access to the respective ports of the one and the other, and there remain, and depart again with the same freedom, not only with their ships, and other vessels for trade and commerce, but also with their other ships fitted for war, armed, and disposed to resist and engage the enemy, and arriving by stress of weather to repair their ships, or furnish themselves with provisions; so that entering willingly, they be not so numerous, that they give just occasion for suspicion, to which end they are not to exceed the number of eight, nor continue in their havens, nor about their ports, longer time than they shall have just cause, for the repair of their ships, to take in provisions, or other necessary things, much less be the occasion of interrupting the free commerce, and coming-in of other ships, of nations in amity with either King; and when an unusual number of men of war by accident shall come unto any port, it shall not be lawful for them to come into the said ports or havens, not having first obtained permission of the King unto whom the said ports do belong, or the Governors of the said ports, if they be not forced thereinto by stress of weather, or other necessity, to avoid the danger of the sea; and in such case they shall presently acquaint the Governor or Chief Magistrate of the place with the cause of their coming; nor shall they remain there any longer time than the said Governor or Magistrate shall think convenient, or do any act of hostility in such ports, that may prove of prejudice to the one or the other of the said Kings.

17. That neither the said King of Great Britain, nor the King of Spain, by any mandate general, nor particular, nor for any cause whatsoever, shall embark or detain, hinder or take for His respective service, any merchant, master of a ship, pilot or mariner, their ships, merchandize, cloaths or other goods belonging unto the one or the other, in their ports or waters, if it be not that either of the said Kings, or the persons to whom the ships belong, be first advertised thereof, and do agree thereunto; provided, that this shall not be construed to hinder or interrupt the ordinary course of justice and law in either country.

18. That the merchants and subjects of the one and the other King, their factors and servants, as also their ships, masters or mariners, may, as well going as coming, upon sea and other waters, as in the havens and ports of the one and the other respectively, carry and use all kind of arms, defensive and offensive, without being obliged to register them, as also upon land to carry and use them for their defence, according to the custom of the place.

19. That the captains, officers and mariners of the ships belonging to the people and subjects of either Party, may not commence an action, nor hinder

or bring trouble upon their own ships, their captains, officers, or mariners, in the respective Kingdoms, Dominions, lands, countries or places of the other, for their wages or salaries, or under any other pretence. Nor may they put themselves, or be received, by what pretext or colour soever, into the service or protection of the King of England, or King of Spain, or their arms; but if any controversy happen between merchants and masters of ships, or between masters and mariners, the composing thereof shall be left to the Consul of the nation, but after such manner as he who shall not submit to the arbitrament, may appeal to the ordinary justice of the place where he is subject.

20. And to the end that all impediments be taken away, and that the merchants and adventurers of the Kingdoms of Great Britain be permitted to return to Brabant, Flanders, and other the provinces of the Low Countries, under the jurisdiction of the King of Spain; forasmuch as it hath been thought convenient, that all, and any the laws, edicts, and acts, by which the importation of cloth, or any cloth, or any other woollen manufacture, of what kind soever, dyed or undyed, milled or unmilled, into Flanders, or the other provinces, hath been prohibited, be revoked and disannulled; and that if any right, tribute, imposition, charge or money hath been, with permission, or otherwise, put upon cloths, or any of the aforesaid woollen manufactures so imported (except the ancient tribute upon every piece of cloth, and proportionably upon every other woollen manufacture, agreeable to the ancient Treaties and agreements between the then Kings of England, and the Dukes of Burgundy, and governors of the Low Countries) the same should be altogether void, and no such tribute or imposition from henceforth imposed, or put upon the said cloths or manufactures, for any cause or pretext whatsoever; and that all the English merchants, trading in any of the said provinces, their factors, servants, or commissioners, should enjoy from henceforward, all the privileges, exemptions, immunities and benefits, which formerly have been agreed and given by the aforesaid ancient Treaties and agreements, between the then Kings of England and the Dukes of Burgundy, and governors of the Low Countries: it is therefore agreed, that deputies shall be named by the King of Great Britain, who meeting with the Marquis of Castel-Rodrigo, or the governor of those provinces for the time being, or any other Ministers of the King of Spain, sufficiently authorised in this behalf, shall friendly treat and conclude hereupon; and also such further privileges, immunities, and necessary exemption, suitable to the present state of affairs, shall be granted for the encouragement of the said merchants and adventurers, and for the security of their trade and commerce, as shall be agreed upon in a special Treaty, that shall be made between both the Kings, touching this particular.

21. The subjects and inhabitants of the Kingdoms and Dominions of the most Serene Kings of Great Britain and Spain respectively, shall with all security and liberty sail to and traffic in all the Kingdoms, estates, or countries, which are or shall be in peace, amity, or neutrality with the one or the other.

22. And they shall not be disturbed or disquieted in that liberty by the ships or subjects of the said Kings respectively, by reason of the hostilities which are or may be hereafter between either of the said Kings, and the aforesaid Kingdoms, countries, and states, or any of them, which shall be in friendship or neutrality with the other.

23. And in case that within the said ships respectively, be found by the abovesaid means, any merchandize hereunder mentioned, being of contraband and prohibited, they shall be taken out and confiscated, before the Ad-

miralty or other competent Judges; but for this reason the ship, and the other free and allowed commodities which shall be found therein, shall in no wise be either seized or confiscated.

24. Moreover, for better prevention of the differences which might arise touching the meaning of forbidden merchandize and of contraband; it is declared and agreed, that under this name shall be comprehended all fire-arms, as ordnance, musquets, mortar-pieces, petards, bombs, granadoes, fire-crancels, fire-balls, musquet-rests, bandeliers, gunpowder, match, saltpetre and bullets; likewise under the name of forbidden merchandize, are understood all other arms, as pikes, swords, pots, helmets, backs and breasts, halberds, javelins, and such like armour; under this name is likewise forbidden the transportation of soldiers, horses, their harnesses, cases of pistols, holsters, belts, and other furniture, formed and composed for the use of war.

25. Likewise, to prevent all manner of dispute and contention, it is agreed, that under the name of forbidden merchandize and of contraband, shall not be comprehended wheat, rye, barley, or other grains, or pulse, salt, wine, oil, and generally whatsoever belongs to the sustaining and nourishing of life, but they shall remain free, as likewise all other merchandizes not comprehended in the preceding Article; and the transportation of them shall be free and permitted, although it be to the towns and places of enemies, unless such towns and places be besieged and blocked up, or surrounded.

26. It is also agreed, that whatsoever shall be found laden by the subjects or inhabitants of the Kingdoms and Dominions of either of the said Kings of England and Spain aboard the ships of the enemies of the other, though it be not forbidden merchandize, shall be confiscated, with all things else which shall be found within the said ships, without exception or reserve.

27. That the Consul which hereafter shall reside in any of the Dominions of the King of Spain, for the help and protection of the subjects of the King of Great Britain, shall be named by the King of Great Britain, and he so named shall have and exercise the same power and authority in the execution of his charge, as any other consul hath formerly had in the Dominions of the said King of Spain; and in like manner the Spanish Consul residing in England, shall enjoy as much authority as the Consuls of any other nation have hitherto enjoyed in that Kingdom.

28. And that the laws of commerce that are obtained by peace may not remain unfruitful, as would fall out if the subjects of the King of Great Britain, when they go to, come from, or remain in the Dominions or Lordships of the King of Spain by reason of their commerce or other business, should be molested for case of conscience; therefore that the commerce be secure, and without danger, as well upon land as at sea, the said King of Spain shall provide, that the subjects of the said King of Great Britain shall not be aggrieved contrary to the laws of commerce, and that none of them shall be molested or disturbed for their conscience, so long as they give no public scandal or offence; and the said King of Great Britain shall likewise provide, for the same reasons, that the subjects of the King of Spain shall not be molested or disturbed for their conscience against the laws of commerce, so long as they give no public scandal or offence.

29. That the people and subjects respectively of one Kingdom, in the Dominions, Territories, Regions, or Colonies of the other, shall not be compelled to sell their merchandize for brass-metal coin, or exchange them for other coin or things, against their will; or having sold them, to receive the payment in other species than what they bargained for, notwithstanding any law or other custom contrary to this Article.

30. That the merchants of both nations, and their factors, servants, and families, commissioners, or others by them employed; as also masters of ships, pilots, and mariners, may remain freely and securely in the said Dominions, Kingdoms, and Territories of either of the said Kings, and also in their ports and rivers; and the people and subjects of the one King, may have, and with all freedom and security enjoy, in all the lands and Dominions whatsoever of the other, their proper houses to live in, their warehouses and magazines for their goods and merchandize, which they shall possess during the time for which they shall have taken, hired, and agreed for them, without any impediment.

31. The inhabitants and subjects of the said Confederate Kings, in all the lands and places under the obedience of the one or the other, shall use and employ those advocates, proctors, scriveners, agents, and solicitors, whom they think fit, the which shall be left to their choice, and consented to by the ordinary judges, as often as there shall be occasion; and they shall not be constrained to shew their books and papers of account to any person, if it be not to give evidence for the avoiding law-suits and controversies; neither shall they be embarked, detained, or taken out of their hands, upon any pretence whatsoever. And it shall be permitted to the people and subjects of either King, in the respective places where they shall reside, to keep their books of account, traffic and correspondence in what language they please, in English, Spanish, Dutch, or any other, the which shall not be molested, or subject to any inquisition. And whatsoever else hath been granted by either Party, concerning this particular, to any other nation, shall be understood likewise to be granted here.

32. That in case the estate of any person or persons shall be sequestered or seized on by any Court of Justice or tribunal whatsoever, within the Kingdoms and Dominions of either Party, and any estate or debt happen to lie in the hands of the delinquents belonging *bond fide* to the people and subjects of the other, the said estate or debts shall not be confiscated by any of the said tribunals, but shall be restored to the true owners in specie, if they yet remain, and if not, the value of them (according to the contract and agreement which was made between the parties) shall be restored within three months after the said sequestration.

33. That the goods and estates of the people and subjects of the one King, that shall die in the Countries, Lands, and Dominions of the other, shall be preserved for the lawful heirs and successors of the deceased; the right of any third person always reserved.

34. That the goods and estates of the subjects of the King of Great Britain, that shall die without making a will in the Dominions of the King of Spain, shall be put into inventory, with their papers, writings, and books of account, by the Consul or other public Minister of the King of Great Britain, and deposited in the hands of two or three merchants, that shall be named by the said Consul or public Minister, to be kept for the proprietors and creditors; and neither the Cruzada, or any other Judicatory whatsoever, shall intermeddle therein; which also in the like case shall be observed in England towards the subjects of the King of Spain.

35. That a decent and convenient burial-place shall be granted and appointed to bury the bodies of the subjects of the King of Great Britain, who shall die within the Dominions of the King of Spain.

36. If it shall happen hereafter that any difference fall out (which God forbid) between the King of Great Britain and the King of Spain, whereby the mutual commerce and good correspondence may be endangered, the respective subjects and the people of each party shall have notice thereof given them in time, that is to say, the space of six months, to transport

their merchandize and effects, without giving them in that time any molestation or trouble, or retaining or embarking their goods or persons.

37. All goods and rights concealed or embarked, moveables, immoveables, rents, deeds, debts, credits, and the like, which have not with a formal notice of the cause, and by a legal condemnation, according to the ordinary justice, been brought into the Royal Exchequer at the time of concluding this Treaty, shall remain at the full and free disposal of the proprietors, their heirs, or of those who shall have their right, with all the fruits, rents, and emoluments thereof, and neither those who have concealed the said goods, nor their heirs, shall be molested for this cause by the Exchequers respectively; but the proprietors, their heirs, or those who shall have their right, shall have for the said goods and rights their action at law, as for their own proper goods and estate.

38. It is agreed and concluded, that the people and subjects of the King of Great Britain, and of the King of Spain, shall have and enjoy in the respective lands, seas, ports, havens, roads, and territories of the one or the other, and in all places whatsoever, the same privileges, securities, liberties, and immunities, whether they concern their persons or trade, with all the beneficial clauses and circumstances which have been granted, or shall be hereafter granted by either of the said Kings, to the most Christian King, the States General of the United Provinces, the Hans-Towns, or any other Kingdom or State whatsoever, in as full, ample, and beneficial manner, as if the same were particularly mentioned and inserted in this Treaty.

39. In case any difference or dispute shall happen on either side concerning these Articles of Trade and Commerce, by either the Officers of the Admiralty or other person whatsoever, in the one or the other Kingdom, the complaint being presented by the party concerned, to their Majesties, or to any of their Council, their said Majesties shall cause the damages forthwith to be repaired, and all things, as they are above agreed, to be duly executed; and in case that in progress of time any frauds or inconveniences be discovered in the navigation and commerce between both Kingdoms, against which sufficient prevention hath not been made in these Articles, other provisions may be hereafter mutually agreed on, as shall be judged convenient, the present Treaty remaining still in full force and vigour.

40. It is likewise accorded and concluded, that the Most Serene and renowned Kings of Great Britain and Spain shall sincerely and faithfully observe and keep, and procure to be observed and kept, by their subjects and inhabitants respectively, all and singular the Capitulations in this present Treaty agreed and concluded, neither shall they directly or indirectly infringe the same, or consent that the same shall be infringed by any of their subjects or inhabitants. And they shall ratify and confirm all and singular the Conventions before accorded by Letters Patents reciprocally, in sufficient, full, and effectual form, and the same so formed and made, shall interchangeably deliver, or cause to be delivered faithfully and really, within four months after the date of these presents; and they shall then, as soon as conveniently may be, cause this present Treaty of Peace and Amity to be published in all places, and in the manner accustomed.

In witness whereof, we, the above-mentioned Ambassador Extraordinary of the Most Serene King of Great Britain, and the Commissaries of the Most Serene King and Queen of Spain, have put our seals to this present Treaty, subscribed with our own hands, at Madrid, the 23d day of May, in the year 1667.

Signed SANDWICH, (L.S.)

J. EBERARDO NIDARDO, (L.S.)
DUC DE ST. LUCAR, &C. (L.S.)
CONDE DE PENARANDA, (L.S.)

To all unto whom these presents shall come. We, the Governors, Consuls, or Chief Magistrate, or Commissioners of the Customs, of the City, Town, or Province of N. do testify and make known, that N.N. Master of the ship N. hath before us, under solemn oath, declared, that the ship N. of _____ tons (more or less) of which he is at present Master, doth belong to the inhabitants of N. in the Dominions of the Most Serene King of Great Britain, And we, desiring that the said Master may be assisted in his voyage and business, do intreat all persons in general and particular, who shall meet him, and those of all places where the said Master shall come with the said ship and her merchandize, that they would admit him favourably, treat him kindly, and receive the said ship into their ports, bays, havens, rivers, and dominions, permitting her quietly to sail, pass, frequent, and negotiate there, or in any other places, as shall seem good to the said Master, paying still the toll and customs which of right shall be due. Which we will acknowledge gratefully upon the like occasions. In witness whereof, we have signed these presents, and sealed them with the seal of our Town.

Signed WILLIAM GODOLPHIN, (L.S.)

DON PEDRO FERNANDEZ DEL CAMPO Y ANGULO, (L.S.)

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Passport, or Form of Letters (1) which ought to be given by the Towns and Sea-Ports, to the Ships and Vessels setting sail from thence.

4. And the subjects and inhabitants of the Countries of the said Lords, the King of Spain and the States, shall entertain all good correspondence among themselves, without shewing any resentment of the offences and damages they may have sustained heretofore; they may likewise remain in and frequent one another's Countries, and there exercise their traffic and commerce in all safety, as well by sea and fresh waters, as by land.

Treaty of Peace between Spain and the United Provinces of the Low Countries. (2) Made at Munster, the 30th of January 1648.

5. The navigation and trade to the East and West Indies shall be kept up according and conformably to the grants made or to be made for that effect, for the security whereof the present Treaty shall serve, and the ratification thereof on both sides, which shall be obtained: and in the said Treaty shall be comprehended all Potentates, nations, and people, with whom the said Lords, the States, or members of the East and West India Companies in their name, within the limits of their said grants, are in friendship and alliance. And both the aforesaid Lord, the King and the States respectively, shall continue in possession of such Lordships, Cities, Castles, Towns, Fortresses, Countries and Commerce, in the East and West Indies, as also in Brazil, upon the coasts of Asia, Africa, and America respectively, as the said Lords, the King and the States respectively hold and possess, comprehending therein particularly the places and forts which the Portuguese have taken from the Lords and States since the year 1641, as also the forts and places which the said Lords and States shall chance to acquire and possess after this, without infraction of the present Treaty. And the Directors of the East and West India Companies of the United Provinces, as also the servants and officers high and low, the soldiers and seamen actually in the service of either of the said Companies, or such as have been in their service, as also such who in this country, or within the district of the said two Companies, continue yet out of the service, but who may be employed afterwards, shall be and remain to be free and unmolested in all the countries under the obedience of the said Lord the King in Europe, and may sail, traffic and resort, like all the other inhabitants of the countries of the said Lords and States. Moreover, it has been agreed and stipulated, that the Spaniards shall keep their navigation to the East Indies, in the same manner they hold it at present, without being at liberty to go further, and

(1) Referred to in foregoing Treaty, Art. 14.

(2) Referred to in the Treaty of 1667, Art. 8.

the inhabitants of these Low Countries shall not frequent the places which the Castilians have in the East Indies.

6. And as to the West Indies, the subjects and inhabitants of the Kingdoms, Provinces, and Lands of the said Lords, the King and States respectively, shall forbear sailing to, and trading in any of the harbours, places, forts, lodgments or castles, and all others possessed by the one or the other Party, viz. the subjects of the said Lord the King shall not sail to, or trade in those held and possessed by the said Lords and States, nor the subjects of the said Lords and States sail to or trade in those held and possessed by the said Lord the King. And among the places held by the said Lords the States, shall be comprehended the places in Brazil, which the Portuguese took out of the hands of the States, and have been in possession of ever since the year 1641, as also all the other places which they possess at present, so long as they shall continue in the hands of the said Portuguese, any thing contained in the preceding Article notwithstanding.

8. The subjects and inhabitants of the countries of the aforesaid Lords, the King and the States trading to one another's countries, shall not be obliged to pay greater duties and imposts, than the respective subjects natives of the countries; so that the inhabitants and subjects of the United Low Countries shall be and remain to be exempted from certain duties of twenty per cent. or from such lesser, greater, or any other duty as the said Lord the King has raised and imposed during the twelve years truce, or should endeavour or be inclined to raise or impose afterwards, directly or indirectly, upon the inhabitants and subjects of the United Low Countries, or lay upon them over and above what He does upon His own subjects.

9. The said Lords, the King and States, shall not raise, without their respective limits, any duties or gables for entry, parting, or any other account, upon the commodities in their carriage, either by land or water.

10. The subjects of the said Lords, the King and the States, shall respectively in one another's countries enjoy the ancient privilege of the customs, whereof they have been in peaceable possession before the commencement of the war.

11. Society, conversation, and commerce among the respective subjects shall not be hindered, and if any hindrances or impediments happen, they shall be really and effectually removed.

13. The white boiled salt coming from the United Provinces into those of His said Majesty, shall be there received and admitted, without being charged with higher duties than bay-salt, and the salt of the Provinces of His said Majesty shall likewise be admitted and received in those of the said Lords and States, and shall there be sold, without being charged with a higher duty than the salt of the said Lords of the States.

17. The subjects and inhabitants of the countries of the said Lords and States, shall also have the same security and freedom in the countries of the said Lord the King, that has been granted to the subjects of the King of Great Britain by the last Treaty of Peace, and Secret Articles made with the Constable of Castile.

18. The said Lord the King shall make, on the first opportunity, all necessary provision, that honourable places may be appointed for the interment of the bodies of such subjects of the Lords the States, as shall happen to die in any place under the obedience of the said Lord the King.

19. The subjects and inhabitants of the countries of the said Lord the King coming into the countries and lands of the said Lords the States, shall

be obliged, with regard to the public exercise of religion, to govern and behave themselves with all modesty, without giving any scandal in word or deed, or uttering any blasphemies : and the same shall be done and observed by the subjects and inhabitants of the countries of the said Lords the States, coming into the lands of the said Lord the King.

20. The merchants, masters of ships, pilots, seamen, their ships, merchandizes, commodities, and other goods belonging to them, may not be seized and arrested, either by virtue of any general or particular commission, or for any other cause whatsoever, nor upon the account of war or otherwise, nor even under the pretext of employing them for the preservation and defence of the country. However, we do not here mean to comprehend the seizures and arrests of justice in the ordinary methods upon account of debts, proper obligations, and valid contracts of those upon whom such seizures shall have been made ; in which case actions and suits shall be carried on according to right and reason.

21. Certain judges shall be appointed on both sides in equal number, in form of the *Chambre Mipartie*, who shall sit in the Low Countries, and in such other places as shall be found convenient and proper, and that every where, sometimes under the obedience of the one, and sometimes of the other, according as shall be agreed by mutual consent ; which judges appointed on both sides, shall (conformably to the commission and instruction that shall be given them, and upon which they shall make oath according to a certain form to be settled on both sides for that effect) have regard to the negotiations of the inhabitants of the said Provinces of the Low Countries, and to the burdens and duties which of both sides shall be laid upon merchandizes : and if the said Judges perceive that any excesses are committed on either side, or of both sides, they shall regulate and moderate the said excesses.

Moreover the said judges shall examine into disputes touching a failure in the execution of the Treaty, and the contraventions thereof, which from time to time may happen in the Countries on this side, as also in the distant Kingdoms, Countries, Provinces, and Islands of Europe ; and shall summarily and fully determine therein, and decide as they see agreeable and conformable to the Treaty : the sentences and determinations of which judges shall be executed by the ordinary judges of the place where contravention shall have been committed, upon the persons of the contraveners, according as occasion and circumstances shall require : nor must the said ordinary judges neglect to do the said execution, or suffer it to be neglected, but repair the contraventions within the space of six months after they the said ordinary judges shall have been hereto required.

22. And if any sentences or judgments should pass upon the person of any of either Party, whether in a civil or criminal matter, they must not be put in execution against the persons of the condemned, nor against their goods. Nor shall any letters of mark or reprisal be granted, but upon cognizances of the cause, and in cases allowed by the imperial laws and constitutions, according to the order by them established.

23. It shall not be lawful to come ashore, enter, or stop at the ports, harbours, shallows, or roads of one another, with men of war and soldiers, in such number as may cause suspicion, without the leave and permission of Him to whom the said ports and harbours, shallows and roads, belong, unless they are forced in by storm, or obliged thereto through necessity, or to avoid the dangers of the sea.

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30. The subjects and inhabitants of the United Low Countries, may, every where in the lands under the obedience of the said Lord the King, employ such advocates, procurators, notaries, solicitors, and agents, as they shall think proper, whereto they shall be appointed by the ordinary judges, when it shall be needful, and the said judges shall be required. And on the other hand, the inhabitants and subjects of the said Lord the King coming into the countries of the said Lords the States shall have the same assistance.

62. The subjects and inhabitants of the countries of the said Lords the King and the States, of whatever quality or condition they be, are declared capable of succeeding to one another, as well without as with a will, according to the customs of the places; and if any successions of legacies have formerly fallen to any of them, they shall be maintained and preserved in their right thereto.

75. And to the end that the present Treaty may be the better observed, the said Lord the King and the States respectively promise to use their endeavours, and employ their power, each in his place, to render the passages free, and the seas and rivers navigable and secure from all incursions of pirates, corsairs, and robbers; and, if they can catch them, to chastise them with rigour.

Done at Munster in Westphalia, 30th January 1648.

A particular article concerning navigation and commerce, concluded at Munster, the 4th day of Feb. 1648.

The subjects and inhabitants of the United Provinces may sail and trade with all freedom and safety, in all the Kingdoms, States, and Countries which are or shall be in amity or neutrality with the States of the United Provinces; and they may not be disquieted or molested in their navigation and traffic aforesaid, upon the account of hostilities which happen, or may happen afterwards, between the said Lord the King of Spain, and the aforesaid Kingdoms, Countries, States, or any of them that may be in amity or neutrality with the said Lords the States as above; yet without permission to carry to the declared enemies of the said Lord the King, prohibited or contraband goods or merchandises. And in order to prevent this, and that the course of commerce may not be interrupted, they shall be obliged, when they enter into any harbours of the said Lord the King, with a design to go from thence to the harbours of the enemy, to shew their passports, containing the particulars of their loading, attested and marked with the ordinary mark, and approved by the officers of the Admiralty of that quarter from whence they part; but they must not over and above be visited or searched, and far less detained under any pretext whatsoever: as also when they are in the open sea, or come into any roads, without designing to enter into harbours, or break their bulk, they shall not be obliged to give any account of their lading. But it must be observed, that the Lords the States shall expressly forbid all their subjects to carry any prohibited or contraband merchandises to the enemies of the said King; and they shall give countermarks, in order the better to know the validity of the said passports of the admiralty, that so they may not be falsified: provided always that the navigation and commerce of the subjects of the United Provinces with France, may reciprocally continue as formerly, on condition they do not carry into France merchandises coming from the States of the said King of Spain, that may be employed against Him and His States. And in case there be found in the said ships such goods, merchandises, or commodities as are declared prohibited and contraband shall be challenged and confiscated; but the ship and the other goods, merchandises, and commodities, in the said ship may not, for that reason, be molested or confiscated in anywise. And reciprocally the subjects of the said Lord the King shall have the same liberty of navigation and

traffic, in case there should be any hostility between the said Lords the States, and the Kingdoms, States, or Countries, or any of them, which are or shall be in amity or neutrality with the said Lord the King of Spain, and that conformably to the aforesaid conditions and restrictions specified in this Article.

This Article shall be observed, executed, and held as inserted in the Treaty of Peace, ratified by the Lord the King of Spain, and the Lords the States General of the United Provinces of the Low Countries, as the said principal Treaty, within two months after the exchange of the ratifications of the said principal Treaty, concluded and signed the 30th of January of this present year 1648, or as soon as possible after the said exchange; and the ratifications shall be exchanged and delivered on both sides in due and valid form.

Done at Munster, the 4th of February 1648.

Don Philip, by the Grace of God, King of Castille, of Leon, of Arragon, of the Two Sicilies, of Jerusalem, of Portugal, of Navarre, of Granada, of Toledo, of Valencia, of Mallorca, of Sevilla, of Sardinia, of Cordua, of Corcega, of Murcia, of Jaen, of the Algarves, of Algecira, of Gibraltar, of the Islands of the Canaries, of the East and West Indies, Islands, and Terra Firma of the Ocean, Archduke of Austria, Duke of Burgoña, of Brabant, and of Milan, Count of Apsburg, of Flanders, Lord of Biscay, and of Molina, &c.

Cedula of privileges granted by His Majesty to the English which reside in Sevilla (1), San Lucar, Cadiz, and Malaga.

For as much as on the part of you Richard Anthony, Consul of the English nation, by you, and in the name of the vassals of the King of Great Britain, information hath been given to me, that by means of the Peace, which between this and that Kingdom is settled, those which do reside and commerce in Andaluzia, principally in the City of Sevilla, San Lucar, Cadiz and Malaga, humbly intreat me that I would be pleased to confirm to you the privileges, exemptions, and liberties which appertain to you, as well by the Articles of the said Peace, as by the confirmations of them, and other favours and indultos, which the King my Lord and Father (now in glory) granted you, and all others whatsoever, that have been granted by my Crowns of these my Kingdoms of Castille and of Portugal, commanding that they be observed and accomplished in all, and through all, without any limitation, and that they may be of more force, to grant them anew, with the qualities, amplifications, conditions, and declarations, which may be most convenient for you, imposing punishments upon whom shall contradict them, and not observe them; and that it may be known what they are, that there be given copies of them, of what favour I have granted them, having a due regard to the aforesaid, and because that for the occasions which I have of wars, you have offered to assist me with 2500 ducats of silver, paying 1000 down, and the other 1500 remaining, in the month of April, of this present year, for which Don Francisco Moreno, with the intervention of Don Antonio de Campo-Redondo y Rio, Knight of the Order of St. James, of my Privy Council, and of my Exchequer, in your name and by virtue of your Power, passed a writing or obligation in form, before John Cortez de la Cruz my notary, I have thought fit, and by these presents, of my own proper motive, certain knowledge, and Royal and absolute power, which in this part I will use, and do use, as King and natural Lord, not acknowledging any superior in temporals, I confirm and approve the said privileges of exemptions, and liberties, which appertain to you, as well by the Articles of the said Peace, as by the confirmations of them, and the rest of the favours, indultos, which the King my Lord and father granted you, and any others whatsoever,

(1) Referred to in Treaty of 1667, Art. 9.

which have been granted by my Crown of Castille and Portugal, to the said vassals in all, and through all, as therein, and in every thing, and in part thereof is specified, contained, and declared, that they may be firm, stable, and valid to you, and be observed to you, kept and fulfilled, because that my intention and deliberate will is, that all those of the said nation may enjoy, and do enjoy them without any limitation, with condition, that during the time they shall reside in Andaluzia, the said English may not be put upon any office, or in any public post, nor made guardians, trustees, nor collectors, although they may be of the duties of Alcavalus, and Millones, or other duties which relate to my Royal Treasury; nor shall they demand from you loans, or donatives, nor oblige you to farm any rents, nor take your horses or slaves.

And to do you further favour in conformity of what is capitulated in the said Peace, I will and permit that you may and do trade and commerce freely, and sell your merchandizes and goods, and buy those of my Kingdoms, and carry them thence, observing what is ordained by the laws and decrees that treat thereof, paying into my Royal Treasury the duties that ought to be paid, prohibiting as I do prohibit, and command that they do not take from you by force any merchandizes, as wheat or barley, although it be for dispatch of my armadas, fleets or galloons, neither for the Assentistas nor Estanqueros, and the said privileges shall be as to wheat and barley, according to the tax; and as to other things and merchandizes, as you shall covenant and agree for, without taking them from you till they have paid you for them, and that they shall not, upon the account aforesaid, give you any manner of trouble or vexation.

And because that many of you trade in bringing to the ports of Andaluzia, City of Sevilla, and other parts, a great quantity of bacallao, and other kinds of fish, dry and salted, which being the most necessary provisions that can be, and creates you a great deal of cost and trouble, I will and command that you enjoy the custom of the City of Sevilla, in which it is ordered that those which arrive with any fish, dry and salted, there may not be imposed any rate, but that they sell at the price they will, without that it be necessary that they manifest it more than to the Ministers which recover my Royal revenues, and that if the ships in which they bring the said bacallao be great, that they cannot come up the river, and shall unload them in barks, the Judge of the Admiralty or any other may not put in the said barks any guards at the cost of the owners of them. In like sort I command that in case it appears that the said fish is rotten, and can not be spent, it be burnt or cast into the sea, without that by reason thereof there may be made any process against the owners, or persons that sold it, or be imprisoned or informed against.

And because that the administrator of the Almojarifazgos, and divers other duties, which are recovered on goods and merchandizes, have been used, upon information given, to seize the person they suspect, which to men of trade occasions much discredit, costs, and vexations: my will is, and I command, that upon the said informations, they only proceed against the merchandizes, and not against the persons permitting them, as I do permit them, that they may make, and do make their defences against the said vexations.

And whereas, according to one Article of the said Peace, which treats in matter of religion, notwithstanding that in some law suit, it hath been endeavoured that they declare, whether they be Roman Catholics, or not, excusing, giving credit to the oath which they make, as being parties, or as witnesses, I command therefore, that in those matters, they shall not meddle with the natives of the said Kingdom: but that the said condition be fully observed, without making them any such questions, and to the oath you shall tender them in Court, the same faith and credit shall be given, as if they

were natural Spaniards, without that upon this account, they are molested or troubled, or receive any grievance.

And by reason that for justification of some causes, the judges and justices pretend, that the merchants should exhibit their books of trade, and thereupon they receive vexation and trouble, I command and will, that the books of the merchants of the said nation be not taken from them, but that they produce them in their own houses, to take out the article which shall be appointed, without demanding others, nor may be taken from them any other papers, upon punishment of him that shall contravene herein, to be chastised according to law.

And because likewise the merchants enter their goods in the Custom-house of the City of Sevilla, of all the duties, which, because they are many, is made upon one sheet of paper, and firmied and signed by all the officers, and remains in possession of the warehouse-keeper of the Custom-house, that by virtue thereof, he may deliver such goods as go in bales, packs, trunks, and chests, and after they have taken them out, and put them in their houses, and warehouses, the head-waiter of the Custom-house, and the officers of the half per cent. shall not search your houses, nor goods, causing you trouble and vexation, asking of you the dispatches, it being manifest that you cannot have them, having left them in the power of the said head-waiter. I prohibit therefore and command, that the houses of the said merchants shall not be visited, nor be asked of them the dispatches of their goods, which doth not remain in their custody, so that this is to be understood, and is understood of the houses which are within the walls of the said city. And that it may be known, those who are of the said nation, let copies be given of the said privileges and exemptions which concerns you, and were granted you, as well by the Articles of the said Peace, as in any other manner whatsoever; and for the execution and accomplishing of all the aforesaid, I command those of my Privy Council, and the rest of my Counsellors, Juntas, and Tribunals of my Court, and the Presidents and Justices of my Courts, as also the Judges and Justices of the Peace belonging to my House, Court, and Chancery, and the Regent, and Judges of my Court de Grados, in the city of Sevilla, and the Chief Magistrate of the Court thereof, and all Mayors, Governors, Magistrates, and other inferior officers, as well of the said cities of Sevilla, Cadiz, and Malaga, and San Lucar de Barrameda, as of all other cities, towns, and places, of these my Kingdoms and Dominions, and judges and justices thereof, of whatever quality and condition they may be, to whom principally or accidentally it shall concern in any manner whatsoever, the accomplishing of all that is contained in this my letter, that as soon as they shall have been required herewith, or with a copy thereof, signed by a public notary (to which shall be given as much credit as to the original) each one for that part which shall concern him, observe and accomplish, cause to be observed and accomplished, in all, and through all, as is contained therein, without that in the whole, or in part, there be put any impediment, or other doubt, or difficulty that shall oppose, or contravene its tenor, and form, nor consent, or allow that it be interpreted, limited, or suspended in whole or in part, contrary to the Cédulas, provisions, or other orders for observance thereof, in that part which shall relate to each of you, and that they provide, and give the necessary orders for the greater security of the favour, which by this my letter I grant you, and that at all times this favour may be certain and secure to you, that you may have a Judge Conservator, for Andaluzia, principally for the said cities of Sevilla, Malaga, Cadiz, and San Lucar de Barrameda, to whom I shall give sufficient commission for the preservation and accomplishing of the said privileges, liberties and exemptions (which may oblige and compel all and every person whatsoever, of whatsoever condition or quality soever they be) as shall concern the said nation, as well in those in which they shall be defendants, as in those in which they shall be

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plaintiffs, although the person which shall sue them, and of whom they shall be sued, may have any other special judges whatsoever, as well by covenant or contract which they may have made, as by the pre-eminences or immunities which they may have, because that of the said causes only the said Judge Conservator may take cognizance, and no other Judge or Tribunal whatsoever, although it be for any excess or notorious crimes, or in any other manner and form whatsoever; and the said Judge Conservator for the present, shall be Doctor Don Francisco de Vergara, Judge of my Court of Degrees of the City of Sevilla, during the time that he shall act therein, and in his absence Doctor Don Francisco de Medrano, Judge of the same Court, who for matters and law suits which shall offer in the said cities of Cadiz, Malaga, and San Lucar, may substitute his conservatorship in the person that shall be proposed by the said nation, that they may be laid before, and remitted to him, for the determination thereof; and of that which shall be so determined by him, they may appeal to my council and not to any other tribunal, and because that my will is, that each one in his time may have jurisdiction and Special Commission to protect and defend you in all that is contained in this my letter, and that all of it may be observed and accomplished in the form that it is offered to you, I have thought fit to give charge, as by these presents I give them charge of the protection and defence thereof, and command them, that they see this my Letter, and the qualities, and conditions, and pre-eminences, and amplifications, contained therein, and cause all of it to be observed and accomplished, in the form accordingly, and in the manner that is contained therein, and declared, without consenting or allowing that in whole or in part, they may put, or do put any doubt or difficulty therein; and before the said Don Francisco de Vergara, and in his absence before the said Don Francisco de Medrano, and not before any other Special Judge, the first motion shall pass, and be followed in all causes and law suits for what relates thereunto, and cause the same to be executed, and a chastisement of the disobedient; for such is my will, and that the cognizance and determination of all that is contained in this special Letter, shall concern them, and doth concern them, that they proceed against those that shall be guilty, executing on them such penalties as the law requires, reserving, as I do reserve to my Council, the appeals, which by their acts and sentences they shall interpose, and not for any other tribunal, without that any of the rest of my Councils, tribunals, courts, or chanceries, or any other judges or justices of these my Kingdoms and Dominions, of whatsoever quality they be, may intermeddle, or do intermeddle therein, neither in the practice nor exercise of the special jurisdiction, which by this my Cedula I grant them, be it by way of excess, appeal, or any other recourse whatsoever; to whom and to each of them I inhibit, and hold for inhibited their cognizance, and declare them for judges incompetent thereof, for the whole, and in each thing, and part thereof, granting them as full and complete power, and most ample commission as in law is required, and is necessary, with their incidences, dependencies, annexities, and connexities; and that after them the said English nation of the said city of Sevilla, may name in the said Commission, one of the Judges of the said Court, whom the said nation shall think fit; and I command the President, and those of my Privy Council, that presenting before them his name in case the said Commission be vacant by promotion or vacation of the said Don Francisco de Vergara, or Don Francisco de Medrano, or in any other manner, they shall be dispatched by him that shall be named, in the form accordingly, and as by this my Letter is ordained: and for the better performance hereof for time to come, I grant them power, licence and authority, that they may substitute, and do substitute this Commission for matters, and law suits, which shall offer in the said cities of Cadiz, and Malaga, and San Lucar de Barrameda, in the person which by you shall be proposed to them, that they may exa-

mine matters and bring them to conclusion, and remit them the law suits and causes you shall have, to determine them in the form they shall think fit, and see convenient for the security of what is contained in this my Letter; and I encharge the Most Serene Prince, Don Balthasar Carlos, my very dear and beloved Son, and command the Infantes, Prelates, Dukes, Marquesses, Counts, Barons, Knights, Esquires, Governors of castles, fortresses and plains, and those of my Council, President and Judges of my Courts, Officers of my House, and Court, and Chancery, and all Mayors, Governors, Deputy Governors, Justices of the Peace, and other whatsoever Justices and Judges of my Kingdoms and Dominions, that they observe to you and accomplish, and cause to be observed and accomplished this my Letter and Favor, which I do grant you, and against the tenor and form thereof, not to go, nor act now, nor at any time, nor by any manner, perpetually, for ever, nor consent, or allow that they be limited to you, or suspended in whole, or in part, all its contents, whatsoever laws, or orders of these my Kingdoms, and Dominions, ordinances, stile, use, and custom of the said cities of Sevilla, Cadiz, Malaga and San Lucar, and all others, which they have, or may have, to the contrary notwithstanding, for as much as doth concern these presents, accounting it to be here inserted and incorporated, as if it had been word for word, and of this my Letter Geronimo de Canencia, my chief treasurer and accountant, and my secretary de la Media Anata, is to take cognizance, to whose charge is committed the account of the said duty; and I declare, that of this Favour, you have paid the duty of Media Anata, which imports 35,000,155 maravedis in silver, which you are to pay every fifteen years perpetually, and that being complied with, you shall not have the power to use this Favour without that it first appears that you have satisfied this duty, and also that you pay the Judge Conservator you shall name, the salary which he shall enjoy by the said occupation, which is to be manifested by certificate from the office of this duty.

Given in Zaragoza, the 19th day of March, in the year 1645.

I, THE KING.

THE KING.

To Doctor Don Francisco de Medrano, Judge of my Court of Degrees of the City of Sevilla;—Know ye, that by one of my Letters and Decrees of the 19th of March, of this present year, I did grant to Richard Anthony, Consul of the English nation, and to the subjects of the Kingdom of England, which reside and trade in Andalusia, principally in this city, and in that of Cadiz, and in that of San Lucar de Barrameda, the privileges, exemptions and licences, which appertain to them, as well by the Articles of the Peace, as by the confirmation, and other Favours and indultos, which the King my Lord and father (now in Glory) granted them, and with the other qualities, conditions, pre-eminences, and amplifications in the said Decree declared, for having offered to serve me with 2500 ducats of silver, according as more largely thereby doth appear, to which I refer myself; and one of the conditions which I did grant them, was, that I would name and allow them a Judge Conservator for Andalusia, principally for the said Two Cities, and San Lucar de Barrameda, to whom should be given sufficient commission for the observance and accomplishment of the said privileges, liberties, and exemptions, who should take cognizance of all Causes both civil and criminal, which should be brought against them, in which they were made defendants, that before him should come all law-suits, and Causes whatsoever which should concern the said English, or any other persons whatsoever, of whatsoever quality they may be, as well those in which they shall be defendants, as in those in which they shall be plaintiffs, although the persons that shall sue them may have special Judges, as well by agreement or contract, which they may have made, by the pre-eminence or immunity which they

Second Cedula, amplifying and confirming the Privileges granted to the English nation.

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may have, because of the said Causes, only shall take special cognizance the said Judge Conservator, and no other Judge, or tribunal, although it may be by way of excess, or in any other manner or form whatsoever, and that for the causes and suits that shall offer in the said cities of Cadiz and Malaga, and San Lucar, may be substituted their Commission in the person, which by the said nation shall be proposed, that he may bring things to a conclusion, and that they be remitted to him to determine, and of that which the said judge shall so determine, they may appeal to my Council, and not to any other tribunal, and that the time you shall act in the said Court, you shall be esteemed as such, and in your absence, and after you, he whom the said nation, in the said city of Sevilla shall appoint, and because that my will is, that all this be observed and accomplished in the form as is expressed, I have thought fit to give charge to you, and by this present do give you charge of the protection and defence hereof, and command you that you see the said Decree, and the conditions, pre-eminences and amplifications therein contained, and all of it be observed and accomplished in form, accordingly, and after the manner that in the said Decree, and in this my Cedula is declared, without consenting or allowing that in the whole or in part, may put or be put any doubt or difficulty, and before you, and not before any other judge, at the first instance shall be brought and followed, all Causes and law suits, which thereupon, or any other thing or part thereof, shall be made, and cause cognizance to be taken of all Causes civil and criminal, in which they shall be prosecuted or against them shall be attempted, and before you shall be brought whatsoever law suits and Causes which shall concern the said English, between whatsoever persons or whatsoever quality they may be, and the execution and chastisement of those that shall disobey; because that my will is, that the cognizance and determination of all that is contained in the said provision, and in this my Cedula of amplification, specially shall and do concern you, proceeding fully against those that shall be guilty, executing upon them the punishments you shall find by justice due to them, without that any of the tribunals, courts or chancery, or any other Judges or Justices of my Kingdoms and Dominions of Castile, of whatsoever quality they may be, may intermeddle or do intermeddle herein, neither in the use nor exercise of the special jurisdiction in the said first instance, which by this my Cedula I grant you, be it by way of excess, appeal, or any other recourse or manner, to whom, and to each of you, I inhibit, and hold for inhibited their cognizance, declaring you for judges incompetent thereof, as for the whole, and every thing, and part thereof, and I grant you the most full and complete power, and most ample commission, as by law is required and necessary, with their incidences, dependencies, annexities and connexities, and that after you, the said English nation of the said city of Sevilla, may have power to name in the said Commission, one of the judges of this Court, whom the said nation shall think fit, and I command those of my Privy Council, that presenting before them his name, the said Commission being vacant by promotion or otherwise, him who shall be named shall have his dispatches in due form, according as in this my Cedula is ordained, and that it may the better be accomplished all that is contained in the said Decree, and in this my Cedula, I grant you licence, power and authority, that you may substitute, and do substitute this Commission for matters and law suits that shall offer in the said cities of Cadiz, Malaga, and San Lucar, in the person that by the said nation shall be proposed to you, that he may conclude matters, you remitting to him the termination thereof, in the form you shall think fit, such as may be for the security of the said Decree, and that all may be observed in the form, which by it is ordained and commanded, any laws and pragmatics of my said Kingdoms and Dominions, ordonnances, stile, use and custom, or any thing whatsoever, to the contrary notwithstanding: all which, and for as much as relates to these presents, I dispense with, abrogate

and derogate, make void and annul, count for nothing, and of no value and force, and that these presents remain in full force and vigour for the future. Done in Zaragoza, the 26th of June, in the Year 1645.

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I, THE KING.
By Command of our Lord The King.
ANTONIO CARNERO.

Don Philip, by the Grace of God, King of Castille, of Leon, of Arragon, of the Two Sicilies, of Jerusalem, of Navarra, of Granada, of Toledo, of Valencia, of Galicia, of Majorca, of Sevilla, of Sardinia, of Corcega, of Murcia, of Jaen, of the Algarves, of Algecira, of Gibraltar, of the Islands of Canary, of the Indies East and West, Islands and Terra firma of the Ocean Sea, Archduke of Austria, Duke of Borgona, of Brabant, and Millan, Count of Apsburg, of Flanders, of Tirol, of Barcelona, Lord of Biscay, and Molina, &c.

Forasmuch as by my Letter and Decree of the 19th of March, of this present year, I did grant to you, the subjects of the King of Great Britain, who reside in Andaluzia, a Confirmation and approbation of the privileges, Cedula, and franchises which were granted you by the Crowns of Castille and Portugal, and commanded that they should be kept, and observed to you the said Articles of peace, made between my Crowns and that of England, and that by my other Cedula of the 26th of June of the same year, you may name a Judge Conservator, that shall take cognizance of all your Causes, civil and criminal, as well in those in which you shall be plaintiffs, as in those in which you shall be defendants, with other conditions, amplifications, and pre-eminences, in the said Decree and Cedula contained, referring myself to the tenor thereof.

And now on your part, relation having been made to me, that having presented the last Cedula in the assembly of the Court of Degrees of the city of Sevilla, a copy thereof was ordered to be given to Don Juan de Villalva, my fiscal of the said court, who kept it in his possession from the fifteenth of July, without having answered it till now, which hath hindered and deprived you of the benefit and performance of the said Decree and Cedula, to your great prejudice and detriment, although by what is ordained thereby, the Judge Conservator ought to take cognizance of all Causes, civil and criminal, as well being plaintiffs as defendants, with any person whatsoever you shall trade with, your intent being only to enjoy the said privileges and Judge Conservator, when there should be any law-suits between those of your nation, whether you be plaintiffs or defendants, and whether the Causes be civil or whether they be criminal, and when the suits shall be with Spaniards, or with other persons of different nations, the Conservator is to take cognizance so far only of the Causes in which you shall be civilly or criminally prosecuted as defendants, and not in which you shall be plaintiffs, humbly intreating me, that whereas in this particular you have waved and desisted from the said privilege before Alonso de Alarcon, that I would be pleased to declare it, with the conditions, amplifications, and pre-eminences, as may be most convenient for you, and shall be most necessary for the greater force of what is insisted, of what my pleasure shall be; and because that for the service of the wars, you have offered to assist me with 1500 ducats in silver, payable at certain prefixed days, I have thought fit, and by these presents I Will and Declare, that when the Suits shall be between those of your nation, whether you be plaintiffs or defendants, or the Causes shall be civil or criminal, you shall enjoy the said privilege and its conditions: and when the said Suits shall be with Spaniards, or with other persons of divers nations, that the Judge Conservator shall take cognizance, and do take cognizance only of the Causes in which you shall be civilly or criminally defendants, and not when you shall be plaintiffs.

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And because that the duties of excise of millones which are imposed on bacallao dry and fresh, pilchards, herrings, and salmon, and other kinds of fish, fresh and salted, it was ordered that it should be recovered of those which consume it; and by reason the farmers of these duties, and judges which take cognizance of these Causes, do occasion you great grievances, and oblige you to pay two hundred maravedis for each quintal of bacallao, and accordingly on other sorts, as are permitted, and upon the arrival of the ships at the ports of Malaga, Cadiz, and San Lucar, they oblige you to declare the quantity of fish you bring, charging you by the great for the whole, obliging you to the payment thereof, as money due to me, and oblige you to the payment thereof in four months of what it amounts to, which is unjust, because that those who buy these kinds are clergymen, friars, monks, and other persons which have privileges and habits, mayors, aldermen, and common-councilmen, for which cause the farmers of these duties will not recover them of such, but recover them of you for the whole, without considering the quantity they steal from you, that which is rotten, and what you spend in your own families; and if you insist on the recovery thereof of such persons, they treat you ill and do not pay you; therefore, I Will and Command, that this duty be recovered of the buyers and consumers, and that the farmers put a person for their account, that may recover the same, as is done in the revenues of Alcavala and Almoxarifazgo, with this condition, that you be obliged, as I oblige you, that you shall register all the said kinds of fish aforesaid, as you are obliged to do, according to the general dispatches, without that this may be in any manner avoided.

And because from the visits which the farmers of duties make you, there results a great deal of trouble, I Will and Command, that in the cities of Malaga, San Lucar and Cadiz, be observed to you, and kept the privilege, that they may not examine the merchandizes which are in your houses, according to what is ordered and commanded by the said Decree, of the 19th of March of this present year, being the same which is granted to those who reside in the city of Sevilla: and likewise I command that the said search may not be made by any farmer, if in the custom house you have paid all the duties, and that this be observed to you, and accomplished inviolably.

And because that all ships that come to these my said Kingdoms, from those of England, Ireland, and Scotland, the minister of the contrabands, and of the Almoxarifazgo upon searching them, as they enter the ports, cause great vexations and trouble to the masters of them, and shut up the holes and hatches of the said ships, deferring the visiting them eight or fifteen days, putting waiters aboard at the cost of the masters, who they will have to maintain them, and make them presents, I command the said ministers, as well of the contraband, as those of Almoxarifazgo, and every of them, that within three days they shall and do make the said visit, without putting waiters aboard them, or taking any duties by reason thereof, and if they shall put them, it shall be at the cost of the Chief Almoxarifazgo and the admiralty, since you owe nothing: and when there shall come into the said ports of Malaga, Cadiz, and San Lucar, any ship with provisions, or merchandizes, neither at the time of the visit, and of the unloading, nor at any other, as aforesaid, I order that the judges and officers of the contraband, nor admiralty, nor any others, may not put or do put in them waiters at the cost of the masters or owners, nor do give you any trouble, either the one or the other upon that account, according to what is ordered in the fourth Article of the institution of the said admiralty, by which it is expressed, relating thereunto, for the satisfaction of the waiters and other officers, in the eighth Article of the peace, in which it is ordered, that the vassals of the one King in the territory of the other, shall be treated as the natives themselves, in whose ships never are put waiters at the cost of the masters or owners thereof.

And because also, that the officers of the contraband in the said ports, as soon as the ships cast anchor, demand of the masters their Manifest, and if they do not find in it the merchandizes that come consigned to you, they give you trouble, although you have the bills of lading that the masters have signed for them, to deliver them according to their consignment, in which you receive a great deal of damage, because that the best instrument you can have is the bills of lading, because that by them, you may oblige them by justice to deliver you your goods, and if the masters by neglect or malice, do not write them in the said Manifest, it is not just that they execute the punishment upon the owners of the goods, but upon the masters and ships, and in so doing the Manifest shall be always justifiable. Wherefore it is my Will, and I declare, that the masters do comply with exhibiting their Manifest, within three days after their arrival in the said ports, and I command, that by reason hereof, the owner of the goods shewing the bill of lading, you may not give him any trouble or molestation whatsoever.

And because likewise the Judges for exportation, and other officers, cause you much trouble and vexation if they find in the ship any money, and it being necessary that the masters have a sum according to the tonnage, to buy sails, cables, anchors, and other necessary stores, I give licence and permission, that having first made a Register, as is usual, every ship may have three pieces of eight for every ton, for the said purpose, and not for any other, without therefore that upon that account they be put to any trouble.

And because, that also they of the excise office of the said city of Sevilla, occasion you trouble, vexation, and law-suits, saying, that there is an order that you shall manifest the butter, leather, and other merchandizes, and provisions, and that you declare the price you sell them at, and to what persons, by which means it is two years since, that you have not brought any butter to the said city, and the order doth not relate to the strangers that bring these goods and provisions by sea, but only with the retailers that go to buy them in the ports and bring them to the said city to gain by them, I declare, that you have no obligation to make the said manifest and declaration, nor can they be obliged thereby to make them, nor to make a process against you, and if they do, I command that they be remitted to the Judge Conservator to determine them.

And because that many times you have taken leases of the houses in which you live and keep your merchandizes, and while you are in them persons of great authority take them from you, before your lease is expired, because they be large and stand where trade is, and oblige you to remove the goods, whereby they are damaged and stolen from you; I Will and Command, that during the time of your lease, the said houses may not be taken from you by any person, although he may be a judge, and have a particular privilege.

And that all this may be certain and secure, I command the Regent, and Judges of my Court of Decrees of the city of Sevilla, and the Judges of the Courts thereof, and my Governor of the said city and his Deputy, and the other Judges and Justices thereof, and of others whatsoever cities, villages, and places of my Kingdoms and Dominions of my Crowns of Castille, to whom principally or accidentally shall concern what is here contained, that all Causes which shall be depending, in which you shall be defendants, being of the qualities in this my Letter contained, that they may provide and give order, that they may be remitted presently to the Judge Conservator, as I have named you, in the posture they shall be, though they may have been begun before or after my said Decree of the 19th of March, of this present year, together with the said Decrees and Cédulas (notwithstanding it having been ordered by my said Court of Decrees, to give a copy thereof to my said Judge) without making therein any excuse, reply, doubt,

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or any difficulty whatsoever; and I command, that they do not intermeddle, nor may intermeddle in any thing concerning what is contained in the said Decree, and Cédulas, and in this my Letter, but that they observe and fulfil, and cause to be observed and fulfilled, and executed in all, and through all, as therein is contained, and that each of you, in that part which shall concern him, do cause them to be put in true and due execution effectually, so as in all respects it may be complied with, without that it be necessary to have further recourse to me hereupon, whatsoever laws and pragmáticas of these my Kingdoms and Dominions, ordinances, stiles, use and custom, which they have, or might have, to the contrary notwithstanding; with which, for as much as relates to these presents, I dispense, abrogate and derogate, make void and null, and give for no value and effect, these presents remaining in full force and vigour for the future, and of this my Letter, the clerks of my royal treasury are to take notice; and I declare, that for this Grant you have paid the duty of the Media anata. Given in Valencia, the 9th day of November 1645. I, THE KING.

Treaty between
Great Britain
and Spain.
Signed at Madrid the 18th
day of July
1670. (1)

1. First, it is agreed between the above-mentioned Plenipotentiaries, Sir William Godolphin and the Earl of Penaranda, in the Names of the Most Serene Kings respectively, their Masters, that the Articles of peace and alliance made between the Crowns of Great Britain and Spain, in Madrid, on the 14th of May 1667, or any clause thereof, shall in no manner be deemed or understood to be taken away or abrogated by this present treaty; but that the same shall remain perpetually in their ancient force, stability, and vigor, so far forth as they are not contrary or repugnant to this present Convention and Articles, or to any thing therein contained.

2. That there be an universal peace, true and sincere amity, in America, as in the other parts of the world, between the Most Serene Kings of Great Britain and Spain, their heirs and successors, and between the Kingdoms, states, plantations, colonies, forts, cities, islands, and dominions, without any distinction of place belonging unto either of them, and between the people and inhabitants under their respective obedience, which shall endure from this day for ever, and be observed inviolably, as well by land as by sea and fresh waters, so as to promote each the welfare and advantage of the other, and favour and assist one another with mutual love; and that every where, as well in those remote countries as in these which are nearer, the faithful offices of good neighbourhood and friendship may be exercised and increased between them.

7. All offences, damages, losses, injuries, which the nations and people of Great Britain and Spain have at any time heretofore, upon what cause or pretext soever, suffered by each other in America, shall be expunged out of remembrance, and buried in oblivion, as if no such thing had ever past.

Moreover, it is agreed, that the Most Serene King of Great Britain, His heirs and successors, shall have, hold, keep, and enjoy for ever, with plenary right of sovereignty, dominion, possession, and propriety, all those lands, regions, islands, colonies, and places whatsoever, being or situated in the West Indies, or in any part of America, which the said King of Great Britain and His subjects do at present hold and possess, so as that in regard thereof, or upon any colour or pretence whatsoever, nothing more may or ought to be urged, nor any question or controversy be ever moved concerning the same hereafter.

8. The subjects and inhabitants, merchants, captains, masters of ships, mariners of the Kingdoms, Provinces, and Dominions of each Confederate

(1) Renewed by Article 2. of the Treaty of Versailles, 1763.

respectively, shall abstain and forbear to sail and trade in the ports and havens which have fortifications, castles, magazines, or warehouses; and in all other places whatsoever possessed by the other party in the West Indies; to wit, the subjects of the King of Great Britain shall not sail unto, and trade in the havens and places which the Catholic King holdeth in the said Indies; nor in like manner shall the subjects of the King of Spain sail unto, or trade in those places which are possessed there by the King of Great Britain.

9. But if at any time hereafter, either King shall think fit to grant unto the subjects of the other, any general or particular licence or privileges of navigating unto, and trading in any places under His obedience who shall grant the same, the said navigation and trade shall be exercised and maintained according to the form, tenor, and effect of the said permissions or privileges to be allowed and given; for the security, warrant, and authority whereof, this present Treaty and the ratification thereof shall serve.

10. It is also agreed, that in case the subjects and inhabitants of either of the Confederates with their shipping (whether public and of war, or private and of merchants) be forced at any time through stress of weather, pursuit of pirates and enemies, or other inconvenience whatsoever, for the seeking of shelter and harbour, to retreat and enter into any of the rivers, creeks, bays, havens, roads, shores, and ports belonging to the other in America, they shall be received and treated there with all humanity and kindness, and enjoy all friendly protection and help, and it shall be lawful for them to refresh and provide themselves, at reasonable and the usual rates, with victuals and all things needful, either for the sustenance of their persons, or reparation of their ships, and conveniency of their voyage; and they shall in no manner be detained or hindered from returning out of the said ports or roads, but shall remove and depart, when and whither they please, without any let or impediment.

11. Likewise, if any ships belonging to either Confederate, their people and subjects shall, within the coasts or Dominions of the other, stick upon the sands, or be wrecked (which God forbid) or suffer any damage, the persons shipwrecked and cast on the shore shall in no sort be kept prisoners, but, on the contrary, all friendly assistance and relief shall be administered to their distress, and letters of safe conduct given them for their free and quiet passage thence, and the return of every one to his own country.

12. But when it shall happen, that the ships of either (as is above-mentioned) through danger of the sea, or other urgent cause, be driven into the ports and havens of the other, if they be three or four together, and may give just ground of suspicion, they shall immediately upon their arrival acquaint the Governor or Chief Magistrate of the place with the cause of their coming, and shall stay no longer than the said Governor or Chief Magistrate will permit, and shall be requisite for the furnishing themselves with victuals, and reparation of their ships: and they shall always take care not to carry out of their ships any goods or packs, exposing them to sale, neither shall they receive any merchandize on board, nor do any thing contrary to this Treaty.

13. Both Parties shall truly and firmly observe and execute this present Treaty, and all and every the matters therein contained, and effectually cause the same to be observed and performed by the subjects and inhabitants of either nation.

14. No private injury shall in any sort weaken this treaty, nor beget hatred or dissentions between the foresaid nations, but every one shall

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answer for his own proper fact, and be prosecuted thereupon ; neither shall one man satisfy for the offence of another by reprisals, or other such like odious proceedings, unless justice be denied or unreasonably delayed, in which case it shall be lawful for that King, whose subject hath suffered the loss and injury, to take any course according to the rules and method of the law of nations, until reparation be made to the sufferer.

15. The present Treaty shall in nothing derogate from any pre-eminence, right, or dominion, of either Confederate in the American seas, channels, or waters, but that they have and retain the same in as full and ample manner as may of right belong unto them ; but it is always to be understood, that the liberty of navigation ought in no manner to be disturbed, were nothing is committed against the genuine sense and meaning of these Articles.

In testimony of all and singular the contents hereof, we, the above-mentioned Plenipotentiaries have signed and sealed this present Treaty, at Madrid, 18th day of July 1670.

Signed Wm. GODOLPHIN, (L.S.) THE COUNT OF PENARADANDA, (L.S.)

Treaty of Peace
and Friendship
between Great
Britain and
Spain. Signed at
Utrecht, 18th
July 1713. (1)

1. That there be a Christian universal peace, and a perpetual and true friendship between the Most Serene and Most Mighty Princess Anne, Queen of Great Britain, and the Most Serene and Most Mighty Prince Philip V. Catholic King of Spain, and their Heirs and Successors, and also the Kingdoms, States, Dominions, and Provinces of both Parties, wheresoever situated, and their subjects ; and that the same be so sincerely preserved and cultivated, that neither Party do, under any colour whatever, endeavour to attempt any thing to the destruction or detriment of the other, or yield any aid, by what name soever it be called, to those who attempt the same, or who endeavour to do any damage, neither may or ought they to help them by any means. On the contrary, Their Royal Majesties shall be obliged the one to promote the advantage, honour, and interest of the other, and to direct their councils to that end with all care, that by mutual proof of friendship, the peace which is now made may daily receive new additions of strength.

7. That the ordinary distribution of justice be restored and open again through the Kingdoms and Dominions of each of Their Royal Majesties, so that it may be free for all the subjects on both sides, to prosecute and obtain their rights, pretensions and actions, according to the laws, constitutions, and statutes of each Kingdom. And especially if there be any complaints concerning injuries or grievances, which have been done contrary to the tenor of the Treaties, either in time of peace, or at the beginning of the war lately ended, care shall be taken that the damages be forthwith made good, according to the rule of justice.

8. That there be a free use of navigation and commerce between the subjects of each Kingdom, as it was heretofore, in time of peace, and before the declaration of this late war, in the reign of Charles the Second, (of Glorious Memory), Catholic King of Spain, according to the Treaties of friendship, confederation, and commerce, which were formerly made between both nations, according to ancient customs, letters patents, Cédulas, and other particular Acts ; and also according to the Treaty or Treaties of commerce which are now, or will forthwith be made at Madrid. And whereas among other conditions of the general peace, it is by common consent established as a chief and fundamental rule, that the exercise of navigation and commerce to the Spanish West Indies should remain in the same state it was in the time of the aforesaid King Charles the Second ; that therefore this

(1) Renewed by Article 2. of the Treaty of Versailles, 1763.

rule may hereafter be observed with inviolable faith, and in a manner never to be broken, and thereby all causes of distrust and suspicion concerning the matter may be prevented and removed, it is especially agreed and concluded, that no licence, nor any permission at all, shall at any time be given, either to the French or to any nation whatever, in any name, or under any pretence, directly or indirectly, to sail, to traffick in, or introduce negroes, goods, merchandizes, or any things whatsoever, into the Dominions subject to the Crown of Spain in America, except what may be agreed by the Treaty or Treaties of commerce abovesaid, (and the rights and privileges granted in a certain Convention, commonly called el Assiento de Negros, whereof mention is made in the 12th Article; except also whatsoever the said Catholic King, or His heirs or successors, shall promise by any contract or contracts for the introduction of negroes into the Spanish West Indies, to be made after that the Convention or the Assiento de Negros above-mentioned shall be determined.) And that more strong and full precautions may be taken on all sides, as abovesaid, concerning the navigation and commerce to the West Indies, it is hereby further agreed and concluded, that neither the Catholic King, nor any of His heirs and successors whatsoever, shall sell, yield, pawn, transfer, or by any means, or under any name, alienate from them and the Crown of Spain, to the French or to any other nations whatever, any lands, Dominions, or Territories, or any part thereof belonging to Spain in America. On the contrary, that the Spanish Dominions in the West Indies may be preserved whole and entire, the Queen of Great Britain engages, that She will endeavour, and give assistance to the Spaniards, that the ancient limits of their Dominions in the West Indies be restored, and settled as they stood in the time of the abovesaid Catholic King, Charles the Second, if it shall appear that they have in any manner, or under any pretence, been broken into, and lessened in any part, since the death of the aforesaid Catholic King, Charles the Second.

9. It is further agreed and concluded as a general rule, that all and singular the subjects of each Kingdom shall in all countries and places on both sides have and enjoy at least the same privileges, liberties, and immunities, as to all duties, impositions, or customs whatsoever, relating to persons, goods, and merchandizes, ships, freight, seamen, navigation, and commerce; and shall have the like favour in all things, as the subjects of France, or any other Foreign nation, the most favoured, have, possess, and enjoy, or at any time hereafter may have, possess, or enjoy.

10. The Catholic King does hereby, for Himself, His heirs and successors, yield to the Crown of Great Britain the full and intire propriety of the Town and Castle of Gibraltar, together with the port, fortifications, and forts thereunto belonging; and He gives up the said propriety to be held and enjoyed absolutely with all manner of right for ever, without any exception or impediment whatsoever. But that abuses and frauds may be avoided by importing any kinds of goods, the Catholic King wills, and takes it to be understood, that the above-named propriety be yielded to Great Britain without any territorial jurisdiction, and without any open communication by land with the country round about. Yet whereas the communication by sea with the coast of Spain may not at all times be safe or open, and thereby it may happen that the garrison, and other inhabitants of Gibraltar may be brought to great straits; and as it is the intention of the Catholic King, only that fraudulent importations of goods should, as is abovesaid, be hindred by an inland communication, it is therefore provided that in such cases it may be lawful to purchase, for ready money, in the neighbouring territories of Spain, provisions, and other things necessary for the use of the garrison, the inhabitants and the ships which lie in the harbour. But if any

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goods be found imported by Gibraltar, either by way of barter for purchasing provisions, or under any other pretence, the same shall be confiscated, and complaint being made thereof, those persons who have acted contrary to the faith of this Treaty, shall be severely punished. And Her Britannic Majesty, at the request of the Catholic King, does consent and agree, that no leave shall be given under any pretence whatsoever, either to Jews or Moors to reside or have their dwellings in the said town of Gibraltar; and that no refuge or shelter shall be allowed to any Moorish ships of war in the harbour of the said town, whereby the communication between Spain and Ceuta may be obstructed, or the coasts of Spain be infested by the excursions of the Moors. But whereas Treaties of friendship, and a liberty and intercourse of commerce are between the British and certain territories situate on the coast of Africa, it is always to be understood, that the British subjects cannot refuse the Moors and their ships entry into the port of Gibraltar purely upon the account of merchandising. Her Majesty the Queen of Great Britain does further promise, that the free exercise of their religion shall be indulged to the Roman Catholic inhabitants of the aforesaid town. And in case it shall hereafter seem meet to the Crown of Great Britain to grant, sell, or by any means to alienate therefrom the propriety of the said town of Gibraltar, it is hereby agreed and concluded, that the preference of having the same shall always be given to the Crown of Spain before any others.

15. Their Royal Majesties on both parts renew and confirm all Treaties of peace, friendship, confederation, and commerce, made heretofore, and concluded between the Crowns of Great Britain and Spain, and the said Treaties are hereby renewed and confirmed in as full and ample manner, as if they were now particularly here inserted: that is to say, as far as they are not found to be contrary to the Treaties of peace and commerce which were the last made and signed. [And especially by this Treaty those Agreements, Treaties, and Conventions are confirmed and strengthened, which relate as well to the exercise of commerce and navigation in Europe, and elsewhere, as to the introduction of negroes into the Spanish West Indies, and which either are already made, or will forthwith be made between both nations at Madrid.] And whereas it is insisted on the part of Spain, that certain rights of fishing at the Island of Newfoundland belong to the Guipuscoans, or other subjects of the Catholic King, Her Britannic Majesty consents and agrees, that all such privileges as the Guipuscoans and other people of Spain are able to make claim to by right, shall be allowed and preserved to them.

17. But if it happen through inadvertency, or imprudence, or any other cause, that any subject of either of their aforesaid Royal Majesties, do or commit any thing by land, sea, or on fresh waters, in any part of the world, whereby this present Treaty be not observed, or whereby any particular Article of the same hath not its effect, this peace and good correspondence between the Queen of Great Britain and the Catholic King, shall not therefore be interrupted or broken, but shall remain in its former strength, force, and vigour. And that subject only shall be answerable for his own fact, and shall suffer such punishment as is inflicted by law, and according to the prescriptions of the law of nations.

18. But if (which God forbid) the disputes which are composed, should at any time be renewed between Their said Royal Majesties, and break out into open war, the ships, merchandizes, and goods, both moveable and immoveable, of the subjects on both sides, which shall be found to be and remain in the Ports and Dominions of the adverse Party, shall not be confiscated, or suffer any damage; but the space of six months, on the one part, and on the other, shall be granted to the said subjects of each of Their said Royal

Majesties, in order to their selling the aforesaid things, or any other their effects, or carrying away and transporting the same from thence, whithersoever they please, without any molestation.

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Signed and sealed at Utrecht, the 13th of July 1713.

Signed JOH. BRISTOL, C.P.S. (L.S.) DUC DE OSSUNA, (L.S.)
STRAFFORD, (L.S.) EL MARQUE DE MONTELEONE, (L.S.)

1. The Treaty of Peace, Commerce, and Alliance, concluded at Madrid, between the Crowns of Great Britain and Spain, the 23d day of May 1667, is ratified and confirmed by this Treaty, and for the greater strengthening and confirmation of the same, it has been thought proper to insert it word for word in this place, together with the Royal Schedules or ordinations annexed to it, as follows: (See page 35).

Treaty of Navigation and Commerce between Great Britain and Spain. Signed at Utrecht 9th December 1713. (1)

Their Royal Majesties do mutually promise, that they will faithfully perform and fulfil all and every one of the Articles of the foregoing Treaty, and all privileges, concessions, agreements, or other advantages whatsoever, arising to the subjects on either side, which are contained in them, or in the annexed Schedules; and that they will at all times cause the same to be performed and fulfilled by their ministers, officers, or other subjects, so that the subjects on each side may enjoy the full effect of all and every one of them, (those only excepted, concerning which something else shall be established in the following Articles, to the mutual satisfaction of each Party) and of all those likewise which are contained in the following Articles. Moreover the Treaty of 1670, made between the Crowns of Great Britain and Spain, for preventing all differences, restraining depredations, and establishing Peace between the said Crowns in America, is again ratified and confirmed, [without any prejudice however to any contract, or other privilege or leave granted by His Catholic Majesty to the Queen of Great Britain or Her subjects, in the late Treaty of Peace, or in the contract of Assiento,] as likewise without prejudice to any liberty or power, which the subjects of Great Britain enjoyed before, either through right, sufferance, or indulgence.

2. The subjects of Their Majesties, trading respectively in the Dominions of Their said Majesties, shall not be bound to pay greater duties, or other imposts whatsoever, for their imports or exports, than shall be exacted of and paid by the subjects of the most favoured nation; and if it shall happen in time to come, that any diminutions of duties, or other advantages shall be granted by either side, to any Foreign nation, the subjects of each Crown shall reciprocally and fully enjoy the same. And as it has been agreed, as is above-mentioned, concerning the rates of duties, so it is ordained as a general rule between Their Majesties, that all and every one of their subjects shall, in all lands and places subject to the command of Their respective Majesties, use and enjoy at least the same privileges, liberties, and immunities, concerning all imposts or duties whatsoever, which relate to persons, wares, merchandize, ships, freighting, mariners, navigation and commerce, and enjoy the same favour in all things, (as well in the Courts of Justice, as in all those things which relate to trade, or any other right whatsoever) as the most favoured nation uses and enjoys, or may use and enjoy for the future, as is explained more at large in the 38th Article of the Treaty of 1667, which is specially inserted in the foregoing Article.

3. Whereas by the Treaty of Peace lately concluded between Their Royal Majesties, it was laid as the basis and foundation of the said Treaty, that the subjects of Great Britain should use and enjoy the same privileges and liberty of trade throughout all the Dominions of Spain, which they enjoyed

(1) Renewed by Article 2. of the Treaty of Versailles, 1763.

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in the time of Charles the Second ; and therefore the same rule is likewise and ought to be the basis and foundation of the present Treaty of Commerce (which is understood to extend reciprocally to the subjects of Spain trading in Great Britain, in regard to whatsoever, by agreement, belongs to them :) and whereas a certain, clear, and expeditious method of paying the duties is of the greatest use in settling trade upon a good foot, and to the mutual advantage of each nation ; it is therefore agreed and concluded, that within the space of three months from the ratification of this Treaty, Commissaries appointed for that purpose by Their respective Majesties, shall meet on the part of each of Their Royal Majesties, either at Madrid or Cadiz ; by whom a new book of rates shall, without any delay of time be made, which book of rates shall be published in every port, and shall contain, and severally express the duties which are hereafter to be paid for wares brought into, or carried out of Castile, Arragon, Valencia, and Catalonia, and shall settle them in such a manner, that all the different imposts which, in the time of the late King Charles the Second, were paid under several names, and in different Custom-houses, for wares entering into or going out of the ports of Spain (the Kingdoms of Arragon and Valencia, and the principality of Catalonia being comprehended therein, Guipuscoa and Biscaya, of which mention shall be made hereafter, only excepted) shall be put together and be contained in one duty, and payable only in one sum.

But whereas the British Ambassador made pressing instances, that it might be given as a rule to the said Commissaries, that no greater duties, or other imposts whatsoever, should be made payable in any port, wet or dry, in His said Catholic Majesty's Dominions by the said new book of rates, than what were paid in the Custom-houses of the Port of St. Mary's or Cadiz, in the reign of the late King of Spain, Charles the Second ; the Ambassadors of Spain have consented, and it is agreed and stipulated, that that rule shall be observed in those very ports of Cadiz and St. Mary's ; so that all augmentations of duties which were introduced in the said ports after the time of Charles the Second, on occasion of the war, or under the title of Habilitation, or any other whatsoever, ceasing and being taken away, the British subjects shall not, before or after the said book of rates is settled, be bound to pay any greater duties, of what sort soever, or under what name soever, for their imports or exports in the ports of St. Mary's and Cadiz, than what were paid there in the time of King Charles the Second.

Moreover in regard to the Ports of St. Mary's and Cadiz, the said Commissaries shall be strictly enjoined not to make the new book of rates according to the old indexes of duties, which by reason of the exorbitant rights that were appointed to be paid by them, ceased to be in use in the time of Charles the Second, but shall follow the tenor of those indexes only, which (whether they were commonly called arrancel or registers) shall be found to have subsisted in the time of King Charles the Second, and to have been the rule by which the duties were then paid.

And it is further agreed, that the subjects of Great Britain, having paid these duties for their wares in the said ports, to wit, those, until the new indexes are made, which were paid in the time of Charles the Second, or else such as shall be made payable by the said new book of rates, shall have liberty to transport the said wares, either by sea or land, into any other port or place of the aforesaid Dominions of Spain, nor shall the duties which were paid before be re-exacted on that occasion.

Moreover for preventing all disputes, which (notwithstanding the exact administration of Justice in Spain in all other respects) have formerly arisen concerning other duties, which, to the great prejudice of trade and traders, have been exacted formerly ; it is agreed, that wares which have paid the duties in the manner aforesaid at Cadiz, or the port of St. Mary's, and are

transported in order to be sold by wholesale, shall be free and clear from any other duty whatsoever, throughout all Spain, provided however, that the proprietor of the said wares or factors brings certificates, that the duties were duly paid in the manner aforesaid, otherwise such wares shall be looked upon as fraudulently transported. But as to the payment of the rights commonly called "de Alcavalos, Cientos, and Millones" it is agreed, that it shall be regulated according to the 5th and 8th Article of this Treaty.

But because the Spanish Ambassadors are persuaded that the duties in every port of Spain cannot be reduced to the same rule with those which are or may become customary in Cadiz or the port of St. Mary's, without violating the laws of Spain, and several privileges there, which have the force of laws, nor without the two great prejudice of their King and Master, it is therefore thought proper to leave this matter to the determination of the Commissaries who shall be appointed to settle the new book of rates.

But His Catholic Majesty promises, that he will immediately take off all augmentations of duties in the said ports, which have been introduced there since the time of Charles the Second, on occasion of the war, or under the title of Habilitations, or any other whatsoever, and that either the same rule shall be observed in those ports, which is agreed to in the ports of St. Mary's and Cadiz, or else at least that the same rule shall be observed as well before as after the said new book of rates shall be made, which had obtained in each respective port in the time of King Charles the Second; so that hereafter no greater duties shall be exacted there, or in any other place of passage, than what were paid in the said places in the time of Charles the Second. In the same places shall be likewise observed what has been above appointed in this Article concerning the rights "de Alcavalos, Cientos, and Millones."

As to the ports of Guipuscoa and Biscaya, and others, not subject to the laws of Castille, in which less duties were paid in the time of Charles the Second, than at Cadiz, or in the port of St. Mary's, His Catholic Majesty promises, that those duties shall not be augmented in the said places by the new book of rates, but shall, in the mean time remain as they were in the time of Charles the Second. All wares, however, brought into the ports of Biscaya and Guipuscoa, which shall afterwards be carried by land into the Kingdoms of Castille or Arragon, shall be bound to pay such duties in the port where they first enter the said Kingdoms, as were paid there in the time of Charles the Second, or else such as shall be established by the new book of rates.

4. The Catholic King consents and promises, that for the future, it shall always be lawful for the subjects of Great Britain, living in the provinces of Biscaya and Guipuscoa, to hire houses or warehouses fit for the preservation of their merchandize, and His Majesty will, by renewing His orders to that purpose, take effectual care that it shall be in their power to do this in the like manner, and with the same privileges, with which the said British subjects, by virtue of the aforesaid Treaty of 1667, or of any diploma or ordinance, granted by Their Catholic Majesties, did enjoy, or ought to have enjoyed, that liberty in Andalusia, or in any other ports and places of Spain whatsoever. The subjects of Spain shall enjoy the same liberty in any ports and places of Great Britain, with all the privileges belonging to them by the aforesaid Treaty.

5. To prevent abuses in collecting the rights called "de Alcavalos and Cientos," His Catholic Majesty consents, that the subjects of Great Britain who shall bring their wares into any port of Spain, wet or dry, in order to sell them by wholesale, shall have their choice, whether they will pay the said rights "de Alcavalos and Cientos," in the first place or port that they

arrive at, or else according to the laws of Castille, at the place where, and at the time when, they are sold; which said rights shall be the same as were paid in the time of King Charles the Second. And it is further agreed, that the subjects of Great Britain may send or carry the wares, for which the said rights "de Alcavalos" have once been paid, into any port or place whatsoever, belonging to His Catholic Majesty's Dominions in Europe (in order to sell them there by wholesale) without any molestation or repetition of the said duties or exaction of any others for the first sale; provided, however, that they who carry the said wares, shall bring receipts or certificates from the farmers or commissioners of the Custom-houses, from whence it may appear that the said rights have been paid for those wares, and likewise other certificates, proving that the said wares have not yet been sold; but if any merchant sells his wares by retail, he shall be bound under such penalties as are inflicted by law, to pay all the local and municipal duties which are due and customary at the sale of them, together with the rights "de Alcavalos and Cientos," and all others whatsoever.

His Catholic Majesty farther consents, that if after the certificates above-mentioned have been shown, any officer, or gatherer of duties, shall exact the said rights again, or shall give any trouble, or stop the passage of the wares on that account, the officer guilty of the said fault shall incur the penalty of 2,000 ducats, payable to the use of His Majesty's chamber, or of the general Hospital at Madrid; the notaries of the Custom-houses, or the contraband, shall not receive above 15 ryals villon for dispatching the said certificates, unless it shall be otherwise agreed in settling the new book of rates.

6. And as the subjects of Their Majesties are to enjoy on both sides an entire, secure, and unmolested use and liberty of navigation and commerce, as long as the peace and friendship, entered into by Their Majesties and Their Crowns, shall continue, so likewise Their Majesties have provided, that the said subjects shall not be deprived of that security for any little difference which may possibly arise, but that they shall, on the contrary, enjoy all the benefits of peace until war be declared between the Two Crowns.

And it is further agreed, that if it should happen (which God prevent) that war should arise, and be declared between Their Majesties and Their Kingdoms, then according to the contents of the 36th Article of the aforementioned Treaty of 1667, after the declaration of such a rupture, the space of six months shall be allowed to the subjects of each Party, residing in the Dominions of the other, in which they shall be permitted to withdraw with their families, goods, merchandizes, effects, and ships, and to transport them, after having paid the due and accustomed imposts, either by sea or land, to whatsoever place they please, as they shall also be suffered to sell and alienate their moveable and immoveable goods, and freely, and without any disturbance, to carry away the price of them; nor shall their goods, wealth, merchandizes, or effects, much less their persons, be in the mean time detained or molested by any seizure or arrest. Moreover the subjects of each side shall in the mean time enjoy and obtain quick and impartial justice, by means of which they may, before the expiration of the six months, recover the goods and effects which they have lent, either to the public or to private persons.

7. And it is further agreed, that all the losses which the subjects of either Crown shall duly prove that they have sustained in the beginning of the late war (contrary to the tenor of the 36th Article of the above-mentioned Treaty) whether they consisted of moveable or immoveable goods, shall be reciprocally made good, without any delay to them, their lawful procurators,

heirs, or those to whom their cause is intrusted, and restitution shall be made of those goods, whether lands, buildings, or inheritance, or of what sort soever they are which remain and were confiscated, and the just and lawful price of those goods which cannot be recovered, whether moveable or immoveable shall be paid; and Their Majesties have articulated and agreed that the said payments (the pretensions to them being, as is aforesaid, fully proved) shall faithfully be performed and made by their treasurers on each Part.

8. It is agreed, and His Catholic Majesty will give effectual orders to that purpose, that the duties upon fish and other provision, called Millon, shall not be demanded in the place where the said wares first arrive; but the said duties shall be paid according to the ancient custom established by law, only in the place of consumption and when the wares are sold, and not before.

9. His Catholic Majesty promises, that those merchandizes which are not particularly mentioned in the catalogue of rates, which is to be made according to the third Article of this Treaty, shall be charged with the same duties in proportion to their value, and no greater than those which are laid upon merchandizes named in the said catalogue of rates. And if any difference arises between the farmers of the Custom-houses or Commissaries, and any merchant concerning the value of any wares, it shall be in the choice of the merchant to sell his wares to the farmer or Commissary at the price the farmer of the Custom-house valued them at, (which price shall be immediately paid in ready money, the duties only deducted) or else to give part of his merchandizes at the rate set upon them, as hath been mentioned, to the farmer or Commissary instead of the duty, and retain the rest.

10. It is agreed, that in case the British subjects shall bring any wares from any part of the coasts of Africa into Spain, and the same shall be admitted to pay the duties, those being duly paid, the said wares shall not afterwards be charged, either by the Captains-General of the coasts, or Commanders of the harbours, or any body else, with any other duties, under what name or title soever, excepting such as are payable in general, for all wares of the same sort, at the time of their sale.

11. The masters of merchant ships who shall enter into any port of Spain with their ships, shall be obliged within twenty-four hours after their arrival to deliver two declarations or inventories of their wares, or of that part of them which they are to unlade there, viz. one declaration to the farmer of the Custom-houses or Commissary, and another to the judge of the contraband, nor shall they open the hatches of their ships till they either have searchers with them, or have leave given them by the farmer of the Custom-houses to do it. No wares shall be unladen with any other view than that of being immediately carried to the Custom-houses, according to a permission which shall be given in writing for that end. It shall not be lawful however for any of the judges of contraband, or other officers of the Custom-houses, under any pretence whatsoever, to open any bags, chests, hogsheads, or other covers of any wares whatsoever, belonging to the subjects of Great Britain, while they are carrying to the Custom-house and before they are brought thither, and the proprietor of them, or his factor, is also come, who may discharge the duties and take the duties into his own custody. But the said judges of contraband, or their deputies, may be present when the wares are taken out of the ships, and also when they are declared and laid open in the custom-house, and if there be suspicion of

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deceit, as that it is designed to lay open one merchandize instead of another, it shall be lawful for him to open all the bags, chests, and hogsheads, so this be done in the Custom-house and no other place, and in the presence of the merchant, or his factor, and not otherwise. But when the goods have been exposed, and carried away from the Custom-house, and the chests, hogsheads, or other covers containing them, have been marked with the sign or seal of the proper officer, no judge of the contraband, or other officer, shall presume to open them again, or to hinder them from being carried to the merchant's house. Neither shall it be lawful for them, under any pretence whatsoever, to hinder the said goods from being carried from one house or warehouse to another, within the walls or compass of the said city or place, provided that be done between the hours of eight in the morning and five in the evening, and previous notice be given to the farmers of the rights "de Alcavalos and Cientos," of the intent with which those goods are removed, to wit, whether it be that they should be sold, that in that case those duties if not paid before, may be paid there or at the place of sale; or if they are not to be sold, then a certificate may be given, after the usual manner, to the merchant. Furthermore, it shall be lawful to carry wares from any port or place within the King of Spain's Dominions to any other port or place, either by sea or land, under such conditions as are expressed in the 5th Article of this Treaty.

12. The duties upon merchandize brought into the Canary Islands, exported from thence by British subjects, shall not be greater than those that were paid in the reign of the late King Charles the Second, or such as shall become payable by the new book of rates.

13. The subjects of each of Their Majesties who are in debt to the subjects of the other, whether the debts were contracted before the beginning of the said war, or within the space of six months after it was begun, (or during the war, under the protection of letters of safe conduct) or lastly, after a truce was made between the Two Crowns, shall be bound and obliged faithfully to pay the same, in the same manner as if war had never arose between the Two Crowns, nor shall they be permitted to raise any exceptions against the just demands of their creditors on pretence of the war.

14. His Catholic Majesty gives leave to the subjects of Great Britain to settle themselves, and dwell in the town called St. Ander, upon the terms that are expressed in the 9th and 30th Articles of the Treaty of 1667.

15. As to the judge conservator, and others to be substituted by him, if this privilege be granted to any other foreign nation whatsoever, the subjects of Great Britain shall likewise enjoy it. In the mean time however, and until something certain shall be determined in this matter, His Catholic Majesty will give express orders to all and every one of the judges of His Kingdom, and to all others whomsoever, who are any ways concerned in the administration or execution of justice, and shall enjoin the same, under the strictest penalties, to do justice, and cause it to be executed, without any delay, partiality, favour, or affection, in all Causes relating to the subjects of Great Britain.

The Catholic King consents, that appeals from sentences in Causes concerning the British subjects, may be brought before the tribunal of the council of war at Madrid, and no where else.

16. If any minister or other subject of Her Majesty of Great Britain, or of His Catholic Majesty, shall violate this Treaty, or any Article of it, he shall be responsible for all the damage occasioned by it, and if he be placed in any public office, he shall, besides making satisfaction to the injured party (as is aforesaid) be deprived of his office also.

17. The subjects of Great Britain having brought by sea from any other port in Spain, wine, brandy, oil, soap, dried grapes, or other merchandizes, and producing certificates that the duties were paid at the place whence they set sail, shall be suffered to put the same into their ships lying at Cadiz, or there to remove them from one ship to another (with the consent of the inspectors of the maritime affairs, and in the presence of them, or their deputies, if they have a mind to be there, and at a seasonable time, to be appointed by the said inspectors within four and twenty hours, in order to prevent all frauds whatsoever) and to carry away from thence, with this liberty, that they shall not pay the duty called *Hondeaxe*, or any other of entrance or going out.

The present Treaty shall be ratified by the Most Serene Queen of Great Britain, and the Most Serene Catholic King, and the ratifications shall be exchanged at Utrecht, within two months, or sooner if possible.

In witness whereof, we, the under-written Ambassadors Extraordinary, and Plenipotentiaries of the Queen of Great Britain and the Catholic King, have signed and sealed this present Instrument at Utrecht, the 9th day of Dec. 1713.

Signed

JOH. BRISTOL, (L. S.)

DUC DE OSSUNA, (L. S.)

EL MARQUE DE MONTELEON, (L. S.)

We having seen and considered the above-written Treaty, have approved, ratified, and confirmed the same, as we do by these presents, for ourselves, our heirs and successors, approve, ratify, and confirm it, excepting only three Articles thereof, viz, the 3d, 5th, and 8th, concluded at Utrecht, which are to be observed and understood in the manner and form following :

3. Whereas by the late Treaty of Peace it is agreed and established as a basis and foundation, that the subjects of Great Britain, in what regards commerce, shall enjoy the same liberties and privileges which they enjoyed in the reign of King Charles the Second, in all parts of the King of Spain's Dominions, which rule is what is also to serve for a basis and foundation of the present Treaty of Commerce, and is to be understood reciprocally in favour of the King of Spain's subjects trading in the Dominions of Great Britain. And as nothing can contribute more to establish the commerce to a mutual benefit, than a fixed, clear, and easy rule in paying the duties, especially on a moderate footing, and proportionable to the value of the merchandize, in order to prevent the frauds that otherwise would be practised, to the prejudice of the Revenues of either Crown, which has been often experienced in Spain, where the established duties by the ancient books of rates are excessive ; in consideration whereof His Catholic Majesty, being desirous to avoid the like consequences, and to favour, augment, and facilitate, in all that depends upon Him, the commerce, in as ample a manner as Her Britannic Majesty desires, hath consented, on His part, to suppress and make void the different duties payable upon importation and exportation, contained in the ancient books of rates, as also those that have been imposed since, under any name or pretence whatsoever, and content himself with one only duty, to be paid on importation of all goods and merchandize, after the rate of 10 per cent. of their value ; and the like duty upon all goods and merchandize which shall be exported out of His Dominions, whether the valuation be made by weight, measure, piece, or *ad valorem* ; and the same duty shall be collected in all the ports of entry in Spain, comprehending those of Arragon, Valencia, and Catalonia, excepting out of this general rule Biscaya and Guipuscoa, whose duties of importation and exportation are to remain as they were in the time of Charles the Second. And that the said 10 per cent. being once paid, the farmers or officers of the Custom-houses

where those goods shall be entered, shall be obliged to mark the same with the proper seals and marks of their office, and also give the requisite dispatches; by virtue of which the proprietors of the goods may freely transport them to all the other parts of Spain where they please, without being liable to pay any other duty, imposition, or charges to the use or benefit of His Catholic Majesty, in any ports or parts of Spain whatsoever, in respect of transporting the said merchandize, over and above what they have paid in pursuance of this new Arancel, provided the receipts and marks are produced; in default of which, they shall be esteemed to be fraudulently transported. But it is to be understood, that it is not to extend to the Alcavalas, Cientos, and Millones, in relation to which provision is made in the 5th and 8th Articles of this Treaty.

And for as much as the Ambassador of England hath represented, that to avoid all differences and disputes for the future, it is absolutely necessary to establish a certain valuation or rate of the several sorts of merchandize, by which the said duty of 10 per cent. shall always be paid, and not altered, either by means of the augmentation or diminution of the price of the said merchandize, which may hereafter happen in the commerce, in any time, or in any part of the Kingdom; it is agreed by Their Catholic and Britannic Majesties, by their Ambassadors, that in the term of three months from the ratification of this Treaty, or sooner if possible, Commissaries named and authorized by both Their Majesties in due form, shall meet at Madrid or in Cadiz, who, without loss of time, shall proceed to the forming a new book of rates, in such a manner as to fix and limit what shall be paid for the future on all sorts of merchandize, as well upon importation as exportation; and so as that all the different duties which were payable, either before or in the time of Charles the Second, or since, under whatsoever name or pretence, or collected in different Custom-houses or offices, shall be comprehended in this only duty, payable in one sum, whether upon importation or exportation in all the ports of Spain, and shall extend to the Kingdoms of Arragon, Valencia, and Principality of Catalonia, and their dependencies, excepting only the Provinces of Guipuscoa and Biscaya, of which mention has been already made. And whereas great instances have been made by the Ambassador of Great Britain, that directions be given to the said Commissaries, that they take care, and above all, do observe as a fixed rule, that this duty be laid equally and generally in all the ports and Custom-houses of Spain, upon the importation and exportation of all goods and merchandize, after the rate of 10 per cent. of the value which such goods and merchandize bear in the course of trade, between the merchants of Cadiz and Port St. Mary's, to which the Ambassadors of Spain have consented; always provided, that the goods and commodities which shall be imported into the Kingdom of Spain by the Ports of Biscaya and Guipuscoa, and afterwards transported into the other Provinces depending on the Kingdoms of Castille and Arragon, shall be obliged to pay, at the first Custom-house of entry into the said Kingdoms, the duties which shall be established in this new book of rates.

5. To prevent the abuses that may be committed in collecting the duties called Alcavalas and Cientos, His Catholic Majesty consents that the subjects of Her Britannic Majesty shall not be obliged to pay these duties, during such time as they think fit to let their merchandize remain in the magazines of the custom-houses appointed for that purpose; but when they shall think fit to take out the said goods, either to be transported farther into the country, sell them in the same place, or carry them to their own houses, it shall be permitted them so to do, upon giving his bond, with sufficient security, to pay the said duties of Alcavalas and Cientos for the first sale in two months after the date of his bond, upon which he shall have receipts given him for the said duties, and the good shall be marked with the proper mark and seal.

of the farmers of the said Alcavalas and Cientos, where such bond and security shall be given for the first sale, after which the said merchandize may be transported and sold by wholesale in any port or place belonging to the King of Spain in Europe; and that no obstruction or hinderance shall be made upon account of the said duties, nor the proprietor liable to pay a second time in respect of the first sale, provided those who carry the said merchandizes produce the receipts and marks of the farmer or proper officer concerned in the collection of these duties, or making sufficient proof of their not being sold before. But if on the contrary, any merchant do sell his goods by retail, he shall be obliged to pay the said duties of Alcavalas and Cientos a second time, under the pains established by the laws. And His Catholic Majesty declares, that if any officer of the Alcavalas and Cientos shall exact a second time the said duties on the same merchandize, when the said receipts and marks have been produced, or should obstruct their passage, or transportation, or occasion the least impediment, such officer shall be fined 2000 crowns to the benefit of His Majesty's revenues. And the officers of the custom-houses shall not demand or take for making such receipts or certificates more than 15 reals vellon, unless it be otherwise settled in the new book of rates.

8. His Catholic Majesty consents, that the duties commonly called Millones, which are payable upon fish and other sorts of domestic provisions, shall not be demanded in the first ports or custom-houses of entry in Spain, during such time as the proprietors will let them remain in the warehouses appointed for that purpose. But in case the owner shall desire to take them out, either to send into the country, sell them on the place, or carry them to their own houses, they are then to give bond, with good security, to pay the said duty of Millones in two months after date of the said bond, upon which the necessary dispatches are to be given them. And the said merchandize shall be marked with the seals or marks of the farmers of the Millones where the said duties were secured, after which the said goods may be transported to, and sold in the places where they are to be consumed, without paying any new duties of Millones. His Majesty also declares, that if after the receipts are produced, any officer belonging to the farmers of the Millones should exact a second time the same duties on the same goods, or should oppose their passage, transport or sale, or occasion the least impediment, the said officer shall be fined 2000 crowns, for the benefit of His Majesty's revenue.

Therefore, by virtue of these presents, we do approve and ratify the Treaty above written, as likewise the three Articles, viz. the third, fifth, and eighth, as they are set forth in this Instrument of ratification, and are to be taken as part of the said Treaty, and to have the same force and effect, as if they had been inserted therein: promising and engaging our Royal word, that we will faithfully and religiously perform and observe all and singular the things agreed upon in this Treaty, and that we will not suffer the same to be violated by any one, as far as lies in our power. For the greater testimony and validity whereof, we have caused our great seal to be affixed to these presents, which we signed with our Royal hand. Given at our Castle of Windsor, the 7th day of February 1747, in the twelfth year of our reign.

Signed ANNE, R.

By the present Separate Article, which shall be altogether of the same validity and force as if it was inserted word for word in the Treaty of Commerce this day concluded between Their Royal Majesties of Great Britain and Spain, and shall for that end be ratified, as well as the said Treaty; His Catholic Majesty consents, that it shall at all times hereafter be lawful for the British subjects, who shall live in the Canary Islands, for the sake of their

Separate Article

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trade, to nominate some one person, being a subject of Spain, who shall execute the office of Judge Conservator there, and shall at the first instance take cognizance of all Causes relating to the commerce of the British subjects; and His Royal Majesty promises, that He will grant commissions to such Judge Conservator so named, together with the same authority, and all the privileges which the Judges Conservators have formerly enjoyed in Andalusia. And if the British subjects shall desire to have more Judges of that sort there, or to change those that are appointed every three years, it shall be allowed and granted them. His Catholic Majesty consents likewise, that appeals from the sentences of the said Judge Conservator, shall be brought before the tribunal at the Council of War at Madrid, and no where else.

In witness whereof, we the under written Ambassadors Extraordinary, and Plenipotentiaries of Her Sacred Majesty of Great Britain, and of His Sacred Catholic Majesty, have signed and sealed these presents at Utrecht, the 9th day of Dec. 1713.

Signed
JOH. BRISTOL, (L.S.)

DUC DE OSSUNA, (L.S.)
EL MARQUE DE MONTELEON, (L.S.)

Treaty of Commerce between Great Britain and Spain. Signed at Madrid the 14th of Dec. 1715. (1).

Whereas, since the Treaties of Peace and Commerce, lately concluded at Utrecht, on the 13th of July and 9th of December 1713, between His Catholic Majesty, and Her late Majesty the Queen of Great Britain (of Glorious Memory) some differences remained about commerce, and the course thereof; their Catholic and Britannic Majesties, being inclined to maintain and cultivate a firm and inviolable peace and friendship, have (for attaining so good an end) by the two ministers reciprocally and in due form authorized for this purpose, caused the following Articles to be concluded and signed:

1. The British subjects shall not be obliged to pay higher or other duties for goods which they shall bring in or carry out of the several ports of His Catholic Majesty, than those which they paid for the same goods in the time of King Charles II. settled by Cedulae and ordinances of the said King or His predecessors; and though the favour or allowance called *pie del fardo*, be not founded on any Royal Ordinance, yet His Catholic Majesty declares, wills, and ordains, that it shall be observed now and for the future, as an inviolable law; which duties shall be demanded and collected, now and for the future, with the same advantages and favours to the said subjects.

2. His Catholic Majesty confirms the Treaty made by the British merchants with the Magistrates of St. Ander, in the year 1700.

3. His Catholic Majesty allows the said subjects to gather salt in the Island of Tortudos, they having enjoyed that permission in the time of King Charles the Second without interruption.

4. The said subjects shall not any where pay higher or other duties than those which His Catholic Majesty's subjects pay in the same place.

5. The said subjects shall enjoy all the rights, privileges, franchises, exemptions, and immunities whatsoever, which they enjoyed before the last war, by virtue of the Royal Cedulae or Ordinances, and by the Articles of the Treaty of peace and commerce, made at Madrid in 1667, which is fully confirmed here; and the said subjects shall be used in Spain in the same manner as the most favoured nation, and consequently all nations shall pay the same duties on wool and other merchandize which shall be brought into,

(1) Renewed by Article 2. of the Treaty of Versailles, 1783.

or carried out of these kingdoms by land, as the said subjects pay on the same goods which they shall import or export by sea; and all the rights, privileges, franchises, exemptions, and immunities, which shall be granted or permitted to any nation whatever, shall likewise be granted and permitted to the said subjects; the same shall be granted, observed, and permitted to the subjects of Spain in the Kingdoms of His Britannic Majesty.

6. And as there may have been innovations in commerce, His Catholic Majesty promises to use all possible endeavours on his part for abolishing them; and for the future will, by all sorts of means, cause them to be forborn. In the like manner His Britannic Majesty promises to use all possible endeavours for abolishing all innovations on His part, and for the future, will by all sorts of means cause them to be forborn.

7. The Treaty of commerce, made at Utrecht, on the 9th of December 1713, shall remain in force, those Articles excepted which shall appear to be contrary to what is concluded and signed this day, which shall be abolished and of no force, and especially the three Articles commonly called explanatory; and these presents shall be approved, ratified, and exchanged on both sides within the term of six weeks, or sooner if it be possible.

In witness whereof, and by virtue of our full powers, we have signed these presents, at Madrid, on the 14th day of December 1715.

Signed

GEORGE BUBB, (L.S.)

EL. MARQ. DE BEDMAR, (L.S.)

1. There shall be from this time and for ever, a solid peace, a strict union, and a sincere and constant friendship, between the Most Serene King of Great Britain, the Most Serene Most Christian King, and the Most Serene King of Spain, their Heirs and Successors, as also between their Kingdoms and subjects, for the mutual assistance and defence of their Dominions and interests; there shall likewise be an oblivion of all that is past, and all the former Treaties and Conventions of peace, of friendship, and of commerce, concluded between the Contracting Powers respectively, shall be, as they hereby are, effectually renewed and confirmed, in all those points which are not derogated from by the present Treaty, in as full and ample a manner as if the said Treaties were here inserted word for word, Their said Majesties promising not to do any thing, nor suffer any thing to be done, that may be contrary thereto, directly or indirectly.

Treaty between Great Britain and Spain (and France). Signed at Seville, the 9th of November 1729. (1)

3. The Ministers of His Britannic Majesty, and of His Most Christian Majesty, having alleged, that in the Treaties concluded at Vienna, between the Emperor and the King of Spain, in the year 1725, there were divers Clauses that infringed the Articles of the several Treaties of commerce, or of the Treaties of peace in which commerce may be concerned, antecedent to the year 1725; His Catholic Majesty has declared, as He declares by the present Article, that he never meant to grant, nor will suffer to subsist by virtue of the said Treaties of Vienna, any privilege contrary to the Treaties here above confirmed.

4. It having been agreed by the Preliminary Articles, that the commerce of the English and French nations, as well in Europe as in the Indies, should be re-established on the foot of the Treaties and Conventions antecedent to the year 1725, and particularly that the commerce of the English nation in America should be exercised as heretofore: it is agreed by the present Article, that all necessary orders shall be dispatched on both sides, without any delay, if they have not been sent already, as well for the execution of

(1) Renewed by Article 2. of the Treaty of Versailles, 1763.

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the said Treaties of Commerce, as for supplying what may be wanting for the entire re-establishment of commerce on the foot of the said Treaties and Conventions.

Done at Seville, the 9th of November 1729.

Separate Articles.

1. Although, conformably to the Preliminary Articles, it is said in the fourth Article of the Treaty signed this day, that the commerce of the English nation in America should be re-established on the foot of the Treaties and Conventions antecedent to the year 1725; however, for the greater exactness, it is further declared by the present Article, between Their Britannic and Catholic Majesties, which shall have the same force, and be under the same guaranty as the Treaty signed this day, that under that general denomination are comprehended the Treaties of peace and of commerce, concluded at Utrecht the 13th of July, and 9th of December, in the year 1713, in which are comprized the Treaty of 1667, made at Madrid, and the Cédulas therein mentioned, the latter Treaty made at Madrid the 14th of December 1715, &c. &c.; all which Treaties mentioned in this Article, with their Declarations, shall from this day (even during the examination by the Commissaries) be and remain in their force, virtue, and full vigour; for the observation of which His Catholic Majesty shall cause to be dispatched forthwith, if they have not been dispatched, the necessary orders and Cédulas to His Viceroy, Governors, and other Ministers, to whom it shall appertain, as well in Europe as in the Indies, to the end that without any delay or interruption they may cause them to be observed and fulfilled.

In like manner His Britannic Majesty promises and engages to publish the necessary orders, if any be wanting, for re-establishing the commerce of the subjects of Spain in all the countries under His Dominion, on the foot specified by the said Treaties, and for causing them to be exactly observed and fulfilled.

Done at Seville, the 9th of November 1729.

Signed

W. STANHOPE, (L.S.)
B. KERNE, (L.S.)

EL. MARQ. DE LA PAZ, (L.S.)
D. JOSEPH PATINO, (L.S.)

BRANCAS, (L.S.)

Treaty between
Great Britain
and Spain.
Signed at Ma-
drid, the 5th of
Oct. 1750. (1)

4. His Catholic Majesty consents hereby that the British subjects be not obliged to pay higher or other duties, nor upon any other estimate of the merchandizes that they import to, or export from, the several ports belonging to His Catholic Majesty, than those they have paid for the said merchandizes in the reign of Charles II. King of Spain; which were regulated by the Schedules and ordinances of the said King or by those of His predecessors. And though the *pie del fardo* (Regulation of the duties, &c.) is not grounded upon any Royal ordinance, His Catholic Majesty, this notwithstanding, does hereby declare and it is His pleasure to order, that the same be observed at present and for the future, as an inviolable law; and that all manner of duties shall be demanded and received at present and henceforward in the same advantageous and favourable manner as granted to the said subjects.

5. His Catholic Majesty does hereby allow and permit the said subjects to take and gather salt in the Island of Fortudos, without any hindrance, and in the manner as they have done it during the reign of the said Charles II.

(1) Renewed by Article 2. of the Treaty of Versailles, 1763.

6. His Catholic Majesty consents by these, that the said subjects shall not pay in any part whatever, higher or other imposts than those that His Catholic Majesty's subjects do pay in the same place.

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7. His Catholic Majesty does hereby allow and consent that the said British subjects shall enjoy all those rights, privileges, franchises, exemptions, and immunities, which they did enjoy before the last war, by virtue and in consequence of the Schedules or the Royal ordinances that were made thereupon, and agreeable to the Treaty of peace and commerce that has been made at Madrid in the year 1667; and that the said subjects shall be treated in Spain in the same manner as those of the most favoured nation; and that, consequently, no nation whatever shall pay less duties for the wools and other merchandizes that are brought or carried away by them from the Kingdoms of Spain by land, than the said subjects shall pay for the same merchandizes that they shall import or export, by sea; and that all the rights, privileges, franchises, exemptions, and immunities, that are or shall be granted or allowed to any other nation shall be likewise granted and allowed to the said British subjects, and His Britannic Majesty does hereby consent that the same be granted and allowed to the subjects of Spain in His Britannic Majesty's Kingdoms.

8. His Catholic Majesty promises hereby to apply, on His part, His utmost care to take off and abolish all the innovations that had been introduced in the commerce, and that the same may be avoided for the future: His Britannic Majesty does hereby likewise promise, on His part, to apply His utmost care to take off all the innovations, and to avoid the same for the future.

9. Their Catholic and Britannic Majesties do confirm, by the present Treaty, that of Aix-la-Chapelle, as also all the other Treaties thereby confirmed in all their Articles and Clauses, excepting, however, those that are derogatory to the present Treaty; as likewise the Treaty of commerce that was concluded at Utrecht in the year 1713, excepting likewise those Articles that shall be found therein in contradiction to the present Treaty, which are by this abolished and of no force, and especially the three Articles of the said Treaty of Utrecht, commonly called Explanatory Articles.

Given at Madrid, the 5th of October 1750.

Signed

B. KEENE, (L.S.)

JOSEPH DE CARVAJAL Y LANCASTER, (L.S.)

2. The Treaties of Westphalia, of 1648; those of Madrid between the Crowns of Great Britain and Spain, of 1667 and 1670; the Treaties of Peace of Nimeguen, of 1678 and 1679; of Riswick, of 1697; those of Peace and of Commerce of Utrecht, of 1713; that of Baden, of 1714; the Treaty of the Triple Alliance of the Hague of 1717; that of the Quadruple Alliance of London, of 1718; the Treaty of Peace of Vienna, of 1738; the Definitive Treaty of Aix-la-Chapelle, of 1748; and that of Madrid, between the Crowns of Great Britain and Spain, of 1750; as well as the Treaties between the Crowns of Spain and Portugal, of the 13th of February 1668, of the 6th of February 1715, and of the 12th of February 1761; and that of the 11th of April 1713, between France and Portugal, with the guaranties of Great Britain; serve as a basis and foundation to the Peace, and to the present Treaty: and for this purpose, they are all renewed and confirmed in the best form, as well as all the Treaties in general, which subsisted between the high Contracting Parties before the war, as if they were inserted here word

Definitive Treaty between Great Britain and Spain (and France). Signed at Paris, the 10th of Feb. 1763. (1)

(1) Renewed by Article 2. of the Treaty of Versailles, 1763.

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for word, so that they are to be exactly observed for the future, in their whole tenor, and religiously executed on all sides, in all their points which shall not be derogated from by the present Treaty, notwithstanding all that may have been stipulated to the contrary by any of the high Contracting Parties. And all the said Parties declare, that they will not suffer any privilege, favour, or indulgence, to subsist, contrary to the Treaties above confirmed, except what shall have been agreed and stipulated by the present Treaty.

16. The decision of the prizes, made in time of peace, by the subjects of Great Britain, on the Spaniards, shall be referred to the Courts of Justice of the Admiralty of Great Britain, conformably to the rules established among all nations, so that the validity of the said prizes, between the British and Spanish nations, shall be decided and judged, according to the law of nations, and according to Treaties, in the Courts of Justice of the nation who shall have made the capture.

17. His Britannic Majesty shall cause to be demolished all the fortifications which His subjects shall have erected in the Bay of Honduras, and other places of the Territory of Spain in that part of the world, four months after the ratification of the present Treaty: and His Catholic Majesty shall not permit His Britannic Majesty's subjects, or their workmen, to be disturbed, or molested, under any pretence whatsoever, in the said places, in their occupation of cutting, loading, and carrying away logwood: and for this purpose, they may build without hindrance, and occupy without interruption, the houses and magazines which are necessary for them, for their families and for their effects: and His Catholic Majesty assures to them, by this Article, the full enjoyment of those advantages and powers on the Spanish coasts and Territories, as above stipulated, immediately after the ratification of the present Treaty.

18. His Catholic Majesty desists, as well for himself, as for His successors, from all pretension, which He may have formed, in favour of the Guipuscoans, and other His subjects, to the right of fishing in the neighbourhood of the Island of Newfoundland.

Done at Paris, 10th February 1763.

Signed BEDFORD, C. P. S. (L.S.)

CHOISEUL, DUC DE PRASLIN, (L.S.)
EL MARQUIS DE GRIMALDI, (L.S.)

Definitive Treaty
between Great
Britain and
Spain, Signed
at Versailles,
2d September
1763. (1)

1. There shall be a christian, universal, and perpetual peace, as well by sea as by land, and a sincere and constant friendship shall be re-established between Their Britannic and Catholic Majesties, and between their heirs and successors, Kingdoms, Dominions, Provinces, Countries, Subjects, and Vassals, of what quality or condition soever they be, without exception either of places or persons; so that the high Contracting Parties shall give the greatest attention to the maintaining between themselves and their said Dominions and subjects, this reciprocal friendship and intercourse, without permitting hereafter, on either Part, any kind of hostilities to be committed, either by sea or by land, for any cause, or under any pretence whatsoever; and they shall carefully avoid, for the future, every thing which might prejudice the union happily re-established, endeavouring, on the contrary, to procure reciprocally for each other, on every occasion, whatever may contribute to their mutual glory, interests, and advantage, without giving any assistance or protection, directly or indirectly, to those who would do any injury to either of the high Contracting Parties. There shall be a general oblivion and amnesty of every thing which may have been done or com-

(1) Confirmed by the 1st additional Article to the Treaty of 5th July 1814.

mitted, before or since the commencement of the war which is just ended. Vol. I. Ch. II.
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2. The Treaties of Westphalia of 1648; those of Madrid of 1667 and of 1670; those of Peace and of Commerce of Utrecht of 1713; that of Baden of 1714; of Madrid of 1715; of Seville of 1729; the Definitive Treaty of Aix-la-Chapelle of 1748; the Treaty of Madrid of 1750; and the Definitive Treaty of Paris of 1763; serve as a basis and foundation to the Peace, and to the present Treaty; and for this purpose they are all renewed and confirmed, in the best form, as well as all the Treaties in general which subsisted between the high Contracting Parties before the war, and particularly all those which are specified and renewed in the aforesaid Definitive Treaty of Paris, in the best form, and as if they were herein inserted word for word; so that they are to be exactly observed for the future in their full tenor, and religiously executed by both Parties, in all the points which shall not be derogated from by the present Treaty of Peace.

6. The intention of the two high Contracting Parties being to prevent, as much as possible, all the causes of complaint and misunderstanding heretofore occasioned by the cutting of wood for dying, or logwood; and several English Settlements having been formed and extended, under that pretence, upon the Spanish continent: it is expressly agreed, that His Britannic Majesty's subjects shall have the right of cutting, loading, and carrying away logwood, in the district lying between the rivers Wallis or Bellize, and Rio Hondo, taking the course of the said two rivers for unalterable boundaries, so as that the navigation of them be common to both nations, to wit, by the river Wallis or Bellize, from the sea, ascending as far as opposite to a lake or inlet which runs into the land and forms an isthmus, or neck, with another similar inlet, which comes from the side of Rio-Nuevo, or New River; so that the line of separation shall pass straight across the said isthmus, and meet another lake formed by the water of Rio-Nuevo, or New River, at its current. The said line shall continue with the course of Rio-Nuevo, descending as far as opposite to a river, the source of which is marked in the map, between Rio-Nuevo and Rio-Hondo, and which empties itself into Rio-Hondo; which river shall also serve as a common boundary as far as its junction with Rio-Hondo, and from thence descending by Rio-Hondo to the sea, as the whole is marked on the map which the Plenipotentiaries of the two Crowns have thought proper to make use of, for ascertaining the points agreed upon, to the end that a good correspondence may reign between the two nations, and that the English workmen, cutters, and labourers may not trespass from an uncertainty of the boundaries. The respective Commissaries shall fix upon convenient places, in the territory above marked out, in order that His Britannic Majesty's subjects, employed in the felling of logwood, may, without interruption, build therein houses and magazines necessary for themselves, their families, and their effects; and His Catholic Majesty assures to them the enjoyment of all that is expressed in the present Article; provided that these stipulations shall not be considered as derogating in any wise from His rights of Sovereignty. Therefore all the English, who may be dispersed in any other parts, whether on the Spanish continent, or in any of the islands whatsoever dependent on the aforesaid Spanish continent, and for whatever reason it might be, without exception, shall retire within the district which has been above-described, in the space of eighteen months, to be computed from the exchange of the ratifications; and for this purpose orders shall be issued on the part of His Britannic Majesty; and on that of His Catholic Majesty, His governors shall be ordered to grant to the English, dispersed, every convenience possible for their removing to the settlement agreed upon by the present

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Article, or for their retiring wherever they shall think proper. It is likewise stipulated, that if any fortifications should actually have been heretofore erected within the limits marked out, His Britannic Majesty shall cause them all to be demolished, and He will order His subjects not to build any new ones. The English inhabitants, who shall settle there for the cutting of logwood, shall be permitted to enjoy a free fishery for their subsistence, on the coasts of the district above-agreed on, or of the islands situated opposite thereto, without being in any wise disturbed on that account; provided they do not establish themselves in any manner on the said islands.

9. Immediately after the exchange of the ratifications, the two high Contracting Parties shall name Commissaries to treat concerning new arrangements of commerce between the two nations, on the basis of reciprocity and mutual convenience; which arrangements shall be settled and concluded within the space of two years, to be computed from the 1st of January 1784.

Done at Versailles, the 3d of September 1783.

Signed MANCHESTER, (L.S.) LE COMPTE D'ARANDA, (L.S.)

British Decla-
ration.

The new State in which commerce may perhaps be found, in all parts of the world, will demand revisions and explanations of the subsisting Treaties; but an entire abrogation of those Treaties, in whatever period it might be, would throw commerce into such confusion as would be of infinite prejudice to it.

In some of the Treaties of this sort, there are not only Articles which relate merely to commerce, but many others which ensure reciprocally, to the respective subjects, privileges, facilities for conducting their affairs, personal protections, and other advantages, which are not, and which ought not to be of a changeable nature, such as the regulations relating merely to the value of goods and merchandize, variable from circumstances of every kind.

When therefore the state of the trade between the two nations shall be treated upon, it is requisite to be understood, that the alterations which may be made in the subsisting Treaties are to extend only to arrangements merely commercial; and that the privileges and advantages, mutual and particular, be not only preserved on each side, but even augmented, if it can be done.

In this view, His Majesty has consented to the appointment of Commissaries, on each side, who shall treat solely upon this object.

Done at Versailles, the 3d of September 1783.

Signed MANCHESTER, (L.S.)

Spanish Counter
Declaration.

The Catholic King, in proposing new arrangements of commerce, has had no other design than to remedy, by the rules of reciprocity and mutual convenience, whatever may be defective in preceding Treaties of Commerce. The King of Great Britain may judge from thence, that the intention of His Catholic Majesty is not in any manner to cancel all the stipulations contained in the above-mentioned Treaties; He declares, on the contrary, from henceforth, that He is disposed to maintain all the privileges, facilities, and advantages, expressed in the old Treaties, as far as they shall be reciprocal, or compensated by equivalent advantages. It is to attain this end, desired on each side, that Commissaries are to be named to treat upon the state of trade between the two nations, and that a considerable space of time is to be allowed for compleating their work. His Catholic Majesty hopes that this object will be pursued with the same good faith, and with the same spirit of conciliation, which have presided over the discussion of all the other points included in the Definitive Treaty;

and His said Majesty is equally confident, that the respective Commissaries will employ the utmost diligence for the completion of this important work.

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Done at Versailles, the 3d of September 1783.

Signed LE COMTE D'ARANDA, (L.S.)

The Kings of England and of Spain, animated with the same desire of consolidating, by every means in their power, the friendship so happily subsisting between Them and Their Kingdoms, and wishing, with one accord, to prevent even the shadow of misunderstanding which might be occasioned by doubts, misconceptions, or other causes of dispute between the subjects on the frontiers of the two Monarchies, especially in distant countries, as are those in America, have thought proper to settle, with all possible good faith, by a new Convention, the points which might one day or other be productive of such inconveniencies, as the experience of former times has very often shewn. To this end, the King of Great Britain has named the most Noble and most Excellent Lord Francis Baron Osborne, of Kiveton, Marquis of Carmarthen, His Britannic Majesty's Privy Councillor, and Principal Secretary of State for the Department of Foreign Affairs, &c. &c. &c. and the Catholic King has likewise authorized Don Bernardo del Campo, Knight of the Noble Order of Charles the Third, Secretary of the same Order, Secretary of the Supreme Council of State, and His Minister Plenipotentiary to the King of Great Britain; who having communicated to each other their respective full powers, prepared in due form, have agreed upon the following Articles :

Convention between Great Britain and Spain. Signed at London, the 14th of July 1786. (1)

1. His Britannic Majesty's subjects, and the other colonists who have hitherto enjoyed the protection of England, shall evacuate the country of the Mosquitos, as well as the continent in general, and the islands adjacent, without exception, situated beyond the line hereinafter described, as what ought to be the frontier of the extent of territory granted by His Catholic Majesty to the English, for the uses specified in the 3d Article of the present Convention, and in addition to the country already granted to them in virtue of the stipulations agreed upon by the Commissaries of the two Crowns, in 1783.

2. The Catholic King, to prove, on His side, to the King of Great Britain, the sincerity of His sentiments of friendship towards His said Majesty and the British nation, will grant to the English more extensive limits than those specified in the last Treaty of Peace; and the said limits of the lands added by the present Convention shall for the future be understood in the manner following:

The English line, beginning from the sea, shall take the centre of the river Sibun or Jabon, and continue up to the source of the said river; from thence it shall cross in a straight line the intermediate land, till it intersects the river Wallis; and by the centre of the same river, the said line shall descend to the point where it will meet the line already settled and marked out by the Commissaries of the two Crowns in 1783: which limits, following the continuation of the said line, shall be observed as formerly stipulated by the Definitive Treaty.

3. Although no other advantages have hitherto been in question, except that of cutting wood for dying, yet His Catholic Majesty, as a greater proof of His disposition to oblige the King of Great Britain, will grant to the English the liberty of cutting all other wood, without even excepting mahogany, as well as gathering all the fruits, or produce of the earth, purely natural and uncultivated, which may, besides being carried away in their

(1) Confirmed by the 1st Additional Article to the Treaty of 5th July 1814.

natural state, become an object of utility or of commerce, whether for food or for manufactures; but it is expressly agreed, that this stipulation is never to be used as a pretext for establishing in that country any plantation of sugar, coffee, cocoa, or other like articles; or any fabric or manufacture by means of mills or other machines whatsoever, (this restriction however does not regard the use of saw mills, for cutting or otherwise preparing the wood) since all the lands in question being indisputably acknowledged to belong of right to the Crown of Spain, no settlements of that kind, or the population which would follow, could be allowed.

The English shall be permitted to transport and convey all such wood, and other produce of the place, in its natural and uncultivated state, down the rivers to the sea, but without ever going beyond the limits which are prescribed to them by the stipulations above granted, and without thereby taking an opportunity of ascending the said rivers beyond their bounds, into the countries belonging to Spain.

4. The English shall be permitted to occupy the small Island known by the names of Casina, St. George's Key, or Cayo Casina, in consideration of the circumstance of that part of the coasts opposite to the said Island being looked upon as subject to dangerous disorders; but this permission is only to be made use of for purposes of real utility: and as great abuses, no less contrary to the intentions of the British Government, than to the essential interests of Spain, might arise from this permission, it is here stipulated, as an indispensable condition, that no fortification, or work of defence whatever, shall at any time be erected there, nor any body of troops posted, nor any piece of artillery kept there; and in order to verify with good faith the accomplishment of this condition *sine quâ non* (which might be infringed by individuals, without the knowledge of the British Government) a Spanish officer or Commissary, accompanied by any English Commissary or officer, duly authorized, shall be admitted, twice a year, to examine into the real situation of things.

5. The English nation shall enjoy the liberty of refitting their merchant ships in the southern triangle included between the point of Cayo Casina, and the cluster of small islands, which are situated opposite that part of the coast occupied by the cutters, at the distance of eight leagues from the river Wallis, seven from Cayo Casina, and three from the river Sibun, a place which has always been found well adapted to that purpose. For which end, the edifices and storehouses, absolutely necessary for that service, shall be allowed to be built; but in this concession is also included the express condition of not erecting fortifications there at any time, or stationing troops, or constructing any military works; and in like manner it shall not be permitted to station any ships of war there, or to construct an arsenal, or other building, the object of which might be the formation of a naval establishment.

6. It is also stipulated, that the English may freely and peaceably catch fish on the coast of the country assigned to them by the last Treaty of Peace, as also of that which is added to them by the present Convention; but without going beyond their boundaries, and confining themselves within the distance specified in the preceding Article.

7. All the restrictions specified in the last Treaty of 1783, for the entire preservation of the right of the Spanish Sovereignty over the country, in which is granted to the English only the privilege of making use of the wood of the different kinds, the fruits and other produce, in their natural state, are here confirmed; and the same restrictions shall also be observed with respect to the new grant. In consequence, the inhabitants of those countries shall employ themselves simply in the cutting and transporting of

the said wood, and in the gathering and transporting of the fruits, without meditating any more extensive settlements, or the formation of any system of government, either military or civil, further than such regulations as Their Britannic and Catholic Majesties may hereafter judge proper to establish, for maintaining peace and good order amongst Their respective subjects.

8. As it is generally allowed that the woods and forests are preserved, and even multiply, by regular and methodical cuttings, the English shall observe this maxim, as far as possible ; but if, notwithstanding all their precautions, it should happen in course of time that they were in want of dying-wood, or mahogany, with which the Spanish Possessions might be provided, the Spanish Government shall make no difficulty to furnish a supply to the English, at a fair and reasonable price.

9. Every possible precaution shall be observed to prevent smuggling ; and the English shall take care to conform to the regulations which the Spanish Government shall think proper to establish amongst their own subjects, in all communications which they may have with the latter ; on condition nevertheless that the English shall be left in the peaceable enjoyment of the several advantages inserted in their favour in the last Treaty, or stipulated by the present Convention.

10. The Spanish Governors shall be ordered to give to the said English, dispersed, all possible facilities for their removal to the settlements agreed upon by the present Convention, according to the stipulations of the 6th Article of the Definitive Treaty of 1783, with respect to the country allotted for their use by the said Article.

11. Their Britannic and Catholic Majesties, in order to remove every kind of doubt with regard to the true construction of the present Convention, think it necessary to declare that the conditions of the said Convention ought to be observed according to their sincere intention to ensure and improve the harmony and good understanding which so happily subsist at present between Their said Majesties.

In this view, His Britannic Majesty engages to give the most positive orders for the evacuation of the countries above-mentioned, by all His subjects of whatever denomination ; but if, contrary to such declaration, there should still remain any persons so daring as to presume, by retiring into the interior country, to endeavour to obstruct the entire evacuation already agreed upon, His Britannic Majesty, so far from affording them the least succour, or even protection, will disavow them in the most solemn manner, as He will equally do those who may hereafter attempt to settle upon the territory belonging to the Spanish Dominion.

12. The evacuation agreed upon shall be completely effected within the space of six months after the exchange of the ratifications of this Convention, or sooner if it can be done.

13. It is agreed that the new grants described in the preceding Articles, in favour of the English nation, are to take place as soon as the aforesaid evacuation shall be entirely accomplished.

14. His Catholic Majesty, prompted solely by motives of humanity, promises to the King of England, that he will not exercise any act of severity against the Mosquitos, inhabiting in part the countries which are to be evacuated, by virtue of the present Convention, on account of the connections which may have subsisted between the said Indians and the English ; and His Britannic Majesty, on His part, will strictly prohibit all His subjects

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from furnishing arms, or warlike stores, to the Indians in general, situated upon the frontiers of the Spanish possessions.

15. The two Courts shall mutually transmit to each other duplicates of the orders which they are to dispatch to their respective governors and commanders in America, for the accomplishment of the present Convention; and a frigate, or proper ship of war, shall be appointed, on each side, to observe in conjunction that all things are performed in the best order possible, and with that cordiality and good faith of which the two Sovereigns have been pleased to set the example.

16. The present Convention shall be ratified by Their Britannic and Catholic Majesties, and the ratifications exchanged, within the space of six weeks, or sooner if it can be done.

In witness whereof, we, the undersigned Ministers Plenipotentiary of Their Britannic and Catholic Majesties, in virtue of our respective full Powers, have signed the present Convention, and have affixed thereto the seals of our arms.

Done at London, this 14th day of July 1786.

Signed

CARMARTHEN, (L. S.)

LE CHEV. DEL CAMPO, (L. S.)

Declaration.

At the time of exchanging our Sovereigns' ratifications of the Convention signed the 14th of July last, we, the undersigned Ministers Plenipotentiary have agreed, that the visit of the English and Spanish Commissaries, mentioned in the 4th Article of the said Convention, with respect to the island of Cayo Casina, is to extend in like manner to all the other places, whether in the islands or on the continent, where the English cutters shall be situated. In witness whereof, we have signed this Declaration, and affixed thereto the seals of our arms.

London, this 1st of September 1786.

Signed

CARMARTHEN, (L. S.)

LE MARQUIS DEL CAMPO, (L. S.)

Convention
between Great
Britain and Spain.
Signed at the
Escorial, the
28th of October
1790. (1)

Their Britannic and Catholic Majesties, being desirous of terminating, by a speedy and solid Agreement, the differences which have lately arisen between the two Crowns, have judged that the best way of attaining this salutary object would be that of an amicable arrangement, which, setting aside all retrospective discussion of the rights and pretensions of the two Parties, should fix their respective situation for the future on a basis conformable to their true interests, as well as to the mutual desire with which their said Majesties are animated, of establishing with each other, in every thing and in all places, the most perfect friendship, harmony, and good correspondence. In this view, they have named and constituted for their Plenipotentiaries; to wit, on the part of His Britannic Majesty, Alleyne Fitz-Herbert, Esq. one of His said Majesty's Privy Council, in Great Britain and Ireland, and His Ambassador Extraordinary and Plenipotentiary to His Catholic Majesty; and, on the part of His Catholic Majesty, Don Joseph Monino, Count of Floridablanca, Knight Grand Cross of the Royal Spanish Order of Charles III. Councillor of State to His said Majesty, and His Principal Secretary of State, and of the Dispatches: who, after having communicated to each other their respective full Powers, have agreed upon the following Articles:

1. It is agreed that the buildings and tracts of land, situated on the north-west coast of the continent of North America, or on islands adjacent to that

(1) Confirmed by the first Additional Article to the Treaty of 5th July 1814.

continent, of which the subjects of His Britannic Majesty were dispossessed, about the month of April 1789, by a Spanish officer, shall be restored to the said British subjects.

2. And further, that a just reparation shall be made, according to the nature of the case, for all acts of violence or hostility which may have been committed subsequent to the month of April 1789, by the subjects of either of the Contracting Parties against the subjects of the other; and that, in case any of the said respective subjects shall, since the same period, have been forcibly dispossessed of their lands, buildings, vessels, merchandize, or other property whatever, on the said continent, or on the seas or islands adjacent, they shall be re-established in the possession thereof, or a just compensation shall be made to them for the losses which they shall have sustained.

3. And, in order to strengthen the bonds of friendship, and to preserve in future a perfect harmony and good understanding between the two Contracting Parties, it is agreed that their respective subjects shall not be disturbed or molested, either in navigating or carrying on their fisheries in the Pacific Ocean, or in the South Seas, or in landing on the coasts of those seas, in places not already occupied, for the purpose of carrying on their commerce with the natives of the country, or of making settlements there; the whole subject, nevertheless, to the restrictions and provisions specified in the three following Articles.

4. His Britannic Majesty engages to take the most effectual measures to prevent the navigation and fishery of His subjects in the Pacific Ocean, or in the South Seas, from being made a pretext for illicit trade with the Spanish settlements; and with this view, it is moreover expressly stipulated, that British subjects shall not navigate, or carry on their fishery in the said seas, within the space of ten sea leagues from any part of the coasts already occupied by Spain.

5. It is agreed, that as well in the places which are to be restored to the British subjects, by virtue of the 1st Article, as in all other parts of the north-western coasts of North America, or of the islands adjacent, situated to the north of the parts of the said coast already occupied by Spain, wherever the subjects of either of the two Powers shall have made settlements since the month of April 1789, or shall hereafter make any, the subjects of the other shall have free access, and shall carry on their trade, without any disturbance or molestation.

6. It is further agreed, with respect to the eastern and western coasts of South America, and to the islands adjacent, that no settlement shall be formed hereafter, by the respective subjects, in such parts of those coasts as are situated to the south of those parts of the same coasts, and of the islands adjacent, which are already occupied by Spain: provided that the said respective subjects shall retain the liberty of landing on the coasts and islands so situated, for the purposes of their fishery, and of erecting thereon huts, and other temporary buildings, serving only for those purposes.

7. In all cases of complaint or infraction of the Articles of the present Convention, the officers of either Party, without permitting themselves previously to commit any violence or act of force, shall be bound to make an exact report of the affair and of its circumstances, to their respective Courts who will terminate such differences in an amicable manner.

8. The present Convention shall be ratified and confirmed in the space of six weeks, to be computed from the day of its signature, or sooner if it can be done.

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In witness whereof, we, the undersigned Plenipotentiaries of Their Britannic and Catholic Majesties, have, in their names, and in virtue of our respective full Powers, signed the present Convention, and set thereto the seals of our arms.

Done at the Palace of St. Laurence, the 28th of October 1790.

Signed ALLEYNE FITZ-HERBERT, (L.S.)

EL CONDE DE FLORIDABLANCA, (L.S.)

Treaty between
Great Britain
and Spain.
Signed at London,
the 14th of
January 1809.

The events which have taken place in Spain having terminated the state of hostility which unfortunately subsisted between the Crowns of Great Britain and Spain, and united the arms of both against the common enemy, it seems good that the new relations which have been produced between two nations, now connected by common interest, should be regularly established and confirmed by a formal Treaty of peace, friendship, and alliance: wherefore, His Majesty the King of the United Kingdom of Great Britain and Ireland, and the Supreme and Central Junta of Government of Spain and the Indies, acting in the name and on the behalf of His Catholic Majesty Ferdinand VII., have constituted and appointed;—that is to say, His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable George Canning, one of His Majesty's Most Honourable Privy Council, and His Principal Secretary of State for Foreign Affairs; and the Supreme and Central Junta of Government of Spain and the Indies, acting in the name and on the behalf of His Catholic Majesty Ferdinand VII., Don Juan Ruiz de Apodaca, Commander of Vallaga and Algarga in the Military Order of Calatrava, Rear Admiral of the Royal Navy, named by the Supreme and Central Junta of Government of Spain and the Indies, as Envoy Extraordinary and Minister Plenipotentiary of His Catholic Majesty Ferdinand VII. to His Britannic Majesty; their Plenipotentiaries, to conclude and sign a Treaty of peace, friendship, and alliance;—who, having communicated their respective full Powers, have agreed to and concluded the following Articles:

1. There shall be between His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Catholic Majesty Ferdinand VII., King of Spain and of the Indies thereunto appertaining, and between all their Kingdoms, States, Dominions, and subjects, a christian, stable, and inviolable peace, and a perpetual and sincere amity, and a strict alliance during the war against France; together with an entire and lasting oblivion of all acts of hostility done on either side, in the course of the late wars, in which they have been engaged against each other.

2. To obviate all complaints and disputes which might arise on the subject of prizes, captured posterior to the Declaration published by His Britannic Majesty on the 4th of July of the last year, it has been mutually agreed, that the vessels and property taken posterior to the date of the said Declaration, in any seas or ports of the world, without any exception and without any regard either to time or place, shall be restored by both Parties.—And, as the accidental occupation of any of the ports of the Peninsula by the common enemy, might occasion disputes respecting any vessels, which, in ignorance of such occupation, might direct their course to those ports from any other harbour, either of the Peninsula or the Colonies; and as cases may occur in which Spanish inhabitants of the said ports or provinces, so occupied by the enemy, may, with their property, endeavour to escape from his grasp; the high Contracting Parties have agreed that Spanish vessels, not aware of the enemy's occupation of any harbour which they are desirous to enter, or such as may succeed in making their escape from any harbour so occupied, shall not be captured, nor themselves nor their cargo

be considered as a good prize; but, on the contrary, that they shall meet with every help and assistance from the naval power of His Britannic Majesty.

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Done at London, this 14th day of January 1809.

Signed GEORGE CANNING, (L.S.) JUAN RUIZ DE APODACA, (L.S.)

The present circumstances not admitting of the regular negotiation of a Treaty of Commerce between the two countries, with all the care and consideration due to so important a subject, the high Contracting Parties mutually engage to proceed to such negotiation as soon as it shall be practicable so to do, affording, in the mean time, mutual facilities to the commerce of the subjects of each other, by temporary regulations founded on principles of reciprocal utility.

Additional Article. Signed at London, 21st March 1809.

The present Additional Article shall have the same force and validity, as if it were inserted, word for word, in the Treaty of peace, friendship, and alliance, signed at London, the 14th day of January 1809.

In witness whereof, we, the undersigned Plenipotentiaries, have signed, in virtue of our respective full Powers, the present Additional Article, and have sealed it with the seals of our arms.

Done at London, this 21st day of March 1809.

Signed GEORGE CANNING, (L.S.) JUAN RUIZ DE APODACA, (L.S.)

In the Name of the Most Holy and Undivided Trinity. His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Catholic Majesty Ferdinand VII., being equally desirous of promoting the good understanding which happily subsists between them, and of preventing any differences which might arise respecting the disposal of vessels and goods recaptured from the enemy by either Party, have judged it expedient that a Convention should be entered into upon that subject: for this purpose they have named their respective Plenipotentiaries—that is to say, His Royal Highness the Prince Regent, acting in the name and on the behalf of His Britannic Majesty, Henry Earl Bathurst, Baron Bathurst and Apsley, one of His Majesty's Principal Secretaries of State, &c. &c. &c.; and the Regency of the Spains, acting in the name and on the behalf of His Catholic Majesty Ferdinand VII., Don Carlos José Gutierrez de los Rios, Fernandez de Cordova, Sarmiento de Sotomayor, &c. &c.; Count de Fernan-Nunez and of Barajas, Marquis of Castel Moncayo, Duke of Montellano, Arco, and Arenberg, Prince of Barbanzon, and of the Holy Roman Empire, &c. &c. &c.; and His Ambassador Extraordinary and Plenipotentiary to His Britannic Majesty; who having duly communicated to each other their respective full Powers, drawn up in due form, have agreed upon the following Article:

Convention between Great Britain and Spain. Signed at London, February 3, 1814.

It is agreed that any ships or goods belonging to either of the Contracting Parties, which shall have been taken by the enemy, and shall be afterwards retaken by any ship or vessel belonging to either of the Contracting Powers, shall reciprocally, in all cases, save as hereafter excepted, be restored to the former owners or proprietors, on payment of salvage of one-eighth part of the true value thereof, if retaken by any ship of war, and of one-sixth part if retaken by any privateer, or other ship or vessel; and in case such ship or goods shall have been retaken by the joint operation of one or more ships of war, and one or more private ship or ships, then on payment also of the last-mentioned salvage of one-sixth part.

But if such ship or vessel so retaken shall appear to have been, after the taking by the enemy, set forth as a ship or vessel of war, the said ship or vessel shall not be restored to the former owners or proprietors, but shall, in all cases, whether retaken by any ship of war, or by any privateer or other vessel, be adjudged lawful prize for the benefit of the captors.

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The present Convention shall be ratified by the two high Contracting Parties, and the ratifications exchanged at London in six weeks, or sooner if possible.

In witness whereof, we, the undersigned Plenipotentiaries, have signed, in virtue of our respective full Powers, the present Convention, and have affixed thereto the seals of our arms.

Done at London, this 5th day of February 1814.

Signed
BATHURST, (L.S.)

EL CONDE DE FERNAN NUNEZ,
— DUQUE DE MONTELLANO, (L.S.)

Treaty between
Great Britain
and Spain.
Signed at Ma-
drid, 5th July
1814.

3. It having been agreed by the Treaty signed at London on the 14th day of January 1809, to proceed to the negociation of a Treaty of Commerce between Great Britain and Spain, as soon as it should be practicable so to do, and the two high Contracting Parties desiring mutually to protect and extend the commerce between Their respective subjects, promise to proceed without delay to the formation of a definitive arrangement of commerce.

4. In the event of the commerce of the Spanish American possessions being opened to Foreign nations, His Catholic Majesty promises that Great Britain shall be admitted to trade with those possessions as the most favoured nations.

Done in Madrid, this 5th day of July 1814.

Signed

H. WELLESLEY, (L.S.)

M. EL DUQUE DE SAN CARLOS, (L.S.)

Additional Ar-
ticles. Signed at
Madrid,
Aug. 28, 1814.

1. It is agreed that, pending the negociation of a new Treaty of Commerce, Great Britain shall be admitted to trade with Spain upon the same conditions as those which existed previously to the year 1796. All the Treaties of Commerce which at that period subsisted between the two nations, being hereby ratified and confirmed.

2. His Catholic Majesty, concurring in the fullest manner in the sentiments of His Britannic Majesty with respect to the injustice and inhumanity of the traffic in slaves, will take into consideration, with the deliberation which the state of His possessions in America demands, the means of acting in conformity with those sentiments. His Catholic Majesty promises, moreover, to prohibit His subjects from engaging in the slave trade, for the purpose of supplying any islands or possessions excepting those appertaining to Spain, and to prevent likewise, by effectual measures and regulations, the protection of the Spanish flag being given to foreigners who may engage in this traffic, whether subjects of His Britannic Majesty or of any other State or Power.

5. His Britannic Majesty being anxious that the troubles and disturbances which unfortunately prevail in the Dominions of His Catholic Majesty in America should entirely cease, and the subjects of those provinces should return to their obedience to their lawful Sovereign, engages to take the most effectual measures for preventing His subjects from furnishing arms, ammunition, or any other warlike article, to the revolted in America.

The present Additional Articles shall form an integral part of the Treaty of Friendship and Alliance signed on the 5th day of July, and shall have the same force and validity as if they were inserted word for word, and shall be ratified within forty days, or sooner, if possible.

Done at Madrid, this 28th day of August 1814.

Signed

H. WELLESLEY, (L.S.)

M. EL DUQUE DE SAN CARLOS, (L.S.)

Treaty between
Great Britain and
Spain, for the
Abolition of the
Slave Trade.
Signed at Ma-
drid, 23d Sept.
1817.

In the Name of the Most Holy Trinity. It having been stated in the second Additional Article of the Treaty, signed at Madrid, on the 5th day of July of the year 1814, between His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the King of Spain and the Indies, that His Catholic Majesty concurs in the fullest manner in the sentiments of His Britannic Majesty, with respect to the injustice and inhumanity of the traffic in slaves, and promises to take into consideration, with the deliberation which the state of His Possessions in America demands, the means of acting in conformity with those sentiments; and engages moreover to prohibit His subjects from carrying on the Slave Trade, for the purpose of supplying any Islands or Possessions, excepting those appertaining to Spain; and to prevent by effectual measures and regulations, the protection of the Spanish flag being given to foreigners who may engage in this traffic, whether subjects of His Britannic Majesty, or of any other State or Power:

And His Catholic Majesty, conformably to the spirit of this Article, and to the principles of humanity with which he is animated, having never lost sight of an object so interesting to Him, and being desirous of hastening the moment of its attainment, has resolved to co-operate with His Britannic Majesty in the cause of humanity, by adopting in concert with His said Majesty, efficacious means for bringing about the Abolition of the Slave Trade; for effectually suppressing illicit traffic in slaves, on the part of their respective subjects; and for preventing Spanish ships trading in slaves, conformably to Law and to Treaty, from being molested or subjected to losses from British cruizers. The two high Contracting Parties have accordingly named as their Plenipotentiaries, viz.

His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Sir Henry Wellesley, a Member of His Majesty's Most Honourable Privy Council, Knight Grand Cross of the Most Honourable Order of the Bath, and His Majesty's Ambassador Extraordinary and Plenipotentiary to His Catholic Majesty; and His Majesty the King of Spain and the Indies, Don Josef Garcia de Leon y Pizarro, Knight Grand Cross of the Royal and distinguished Spanish Order of Charles the Third, &c. &c. &c. Counsellor of State, and First Secretary of State and of the general Dispatch; who, having exchanged their respective full Powers found to be in good and due form, have agreed upon the following Articles:

1. His Catholic Majesty engages, that the Slave Trade shall be abolished throughout the entire Dominions of Spain, on the 30th day of May 1820; and that, from and after that period, it shall not be lawful for any of the subjects of the Crown of Spain, to purchase slaves, or to carry on the Slave Trade, on any part of the coast of Africa, upon any pretext or in any manner whatever; provided however, that a term of five months from the date of the 30th of May 1820, shall be allowed for completing the voyages of vessels which shall have cleared out lawfully, previously to the said 30th of May.

2. It is hereby agreed that, from and after the exchange of the ratifications of the present Treaty, it shall not be lawful for any of the subjects of the Crown of Spain to purchase slaves or to carry on the Slave Trade, on any part of the coast of Africa to the north of the Equator; upon any pretext or in any manner whatever; provided, however, that a term of six months, from the date of the exchange of the ratifications of this Treaty, shall be allowed for completing the voyages of vessels which shall have cleared out from Spanish ports for the said coast, previously to the exchange of the said ratifications.

3. His Britannic Majesty engages to pay in London on the 20th of February 1818, the sum of 400,000*l.*, to such person as His Catholic Majesty shall appoint to receive the same.

4. The said sum of 400,000*l.* is to be considered as a full compensation for all losses sustained by the subjects of His Catholic Majesty, engaged in this traffic, on account of vessels captured previously to the exchange of the ratifications of the present Treaty; as also for the losses which are a necessary consequence of the abolition of the said traffic.

5. One of the objects of this Treaty, on the part of the Two Governments, being mutually to prevent Their respective subjects from carrying on an illicit slave trade, the two high Contracting Parties declare, that they consider as illicit, any traffic in slaves carried on under the following circumstances :

First,—Either by British ships and under the British flag, or for the account of British subjects by any vessel under any flag whatsoever.

Second.—By Spanish ships upon any part of the coast of Africa, north of the Equator, after the exchange of the ratifications of the present Treaty : provided, however, that six months shall be allowed for completing the voyages of vessels, conformably to the tenor of the Second Article of this Treaty.

Third.—Either by Spanish ships and under the Spanish flag, or for the account of Spanish subjects, by any vessel or under any flag whatsoever, after the 30th of May 1820, when the traffic in slaves on the part of Spain is to cease entirely ; provided always, that five months shall be allowed for the completion of voyages commenced in due time conformably to the First Article of this Treaty.

Fourth.—Under the British or Spanish flag for the account of the subjects of any other Government.

Fifth.—By Spanish vessels bound for any port not in the Dominions of His Catholic Majesty.

Sixth.—His Catholic Majesty will adopt, in conformity to the spirit of this Treaty, the measures which are best calculated to give full and complete effect to the laudable objects which the high Contracting Parties have in view.

7. Every Spanish vessel which shall be destined for the slave trade on any part of the coast of Africa where this traffic still continues to be lawful, must be provided with a Royal Passport, conformable to the model annexed to the present Treaty, and which model forms an integral part of the same. This Passport must be written in the Spanish language, with an authentic translation in English annexed thereto ; and it must be signed by His Catholic Majesty, and counter-signed by the Minister of Marine, and also by the principal naval authority of the district, station, or port, from whence the vessel clears out, whether in Spain or in the colonial possessions of His Catholic Majesty.

8. It is to be understood that this Passport for rendering lawful the voyages of slave ships, is required only for the continuation of the traffic to the south of the line ; those Passports which are now issued, signed by the first Secretary of State of His Catholic Majesty, and in the form prescribed by the order of the 16th of December 1816, remaining in full force for all vessels which may have cleared out for the coast of Africa, as well to the north as to the south of the line, previously to the exchange of the ratifications of the present Treaty.

9. The two high Contracting Parties, for the more complete attainment of the object of preventing all illicit traffic in slaves on the part of their respective subjects, mutually consent, that the ships of war of Their Royal navies, which shall be provided with special instructions for this purpose as herein-after mentioned, may visit such merchant vessels of the two nations as may be suspected, upon reasonable grounds, of having slaves on board, acquired by an illicit traffic, and, in the event only of their finding slaves on board, may detain and bring away such vessels, in order that they may be brought to trial before the tribunals established for this purpose as shall herein-after be specified : provided always, that the commanders of the ships of war of the two Royal navies, who shall be employed on this service, shall adhere strictly to the exact tenor of the instructions which they shall receive for this purpose.

As this Article is entirely reciprocal, the two high Contracting Parties engage mutually to make good any losses which Their respective subjects may incur unjustly by the arbitrary and illegal detention of their vessels. It being understood that this indemnity shall invariably be borne by the Government whose cruiser shall have been guilty of the arbitrary detention ; provided always that the visit and detention of slave ships specified in this Article, shall only be effected by those British or Spanish vessels which may form part of the two Royal navies, and by those only of such vessels which are provided with the special instructions annexed to the present Treaty.

10. No British or Spanish cruiser shall detain any slave ship not having slaves actually on board ; and in order to render lawful the detention of any ship, whether British or Spanish, the slaves found on board such vessel, must have been brought there for the express purpose of the traffic ; and those on board of Spanish ships must have been taken from that part of the coast of Africa where the slave trade is prohibited, conformably to the tenor of the present Treaty.

11. All ships of war of the two nations, which shall hereafter be destined to prevent the illicit traffic in slaves, shall be furnished by their own Government, with a copy of the instructions annexed to the present Treaty, and which shall be considered as an integral part thereof.

These instructions shall be written in Spanish and English, and signed, for the vessels of each of the two Powers, by the Minister of their respective marine.

The two high Contracting Parties reserve the faculty of altering the said instructions, in whole or in part, according to circumstances ; it being, however, well understood that the said alterations cannot take place but by the common agreement, and by the consent of the two high Contracting Parties.

12. In order to bring to adjudication with the least delay and inconvenience, the vessels which may be detained for having been engaged in an illicit traffic in slaves, there shall be established, within the space of a year at furthest, from the exchange of the ratifications of the present Treaty, two Mixed Commissions, formed of an equal number of individuals of the two nations, named for this purpose by their respective Sovereigns.

These Commissions shall reside, one in a Possession belonging to His Britannic Majesty ; the other, within the Territories of His Catholic Majesty ; and the two Governments, at the period of the exchange of the ratifications of the present Treaty, shall declare, each for its own Dominions, in what places the Commissions shall respectively reside. Each of the two high Contracting Parties reserving to itself the right of changing, at its pleasure, the place of residence of the Commission held within its own dominions ; provided however, that one of the two Commissions shall always be held

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upon the coast of Africa, and the other, in one of the colonial possessions of His Catholic Majesty.

These Commissions shall judge the Causes submitted to them, without appeal, and according to the regulation and instructions annexed to the present Treaty, of which they shall be considered as an integral part.

13. The acts or instruments annexed to this Treaty, and which form an integral part thereof, are as follows :

No. 1. Form of Passport for the Spanish merchant ships destined for the lawful traffic in slaves.

No. 2. Instructions for the ships of war of both nations, destined to prevent the illicit traffic in slaves.

No. 3. Regulation for the Mixed Commissions which are to hold their sittings on the coast of Africa, and in one of the colonial possessions of His Catholic Majesty.

14. The present Treaty, consisting of fourteen Articles, shall be ratified, and the ratifications exchanged at Madrid within the space of two months from this date, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same, and have thereunto affixed the seals of their arms.

Done at Madrid the 23d of September 1817.

Signed HENRY WELLESLEY, (L.S.)

JOSE PIZARRO, (L.S.)

Form of Passport
for Spanish Vessels
destined for
the lawful Traffic
in Slaves.

Ferdinand, by the Grace of God, King of Castille, of Leon, of Aragon, of the Two Sicilies, of Jerusalem, of Navarre, of Granada, of Toledo, of Valencia, of Galicia, of Majorca, of Minorca, of Seville, of Sardinia, of Cordova, of Corsica, of Murcia, of Jaen, of the Algarves, of Algeciras, of Gibraltar, of the Canary Islands, of the East and West Indies, Isles and Terra firma of the Ocean; Archduke of Austria; Duke of Burgundy, of Brabant, and of Milan; Count of Apsburg, Flanders, Tirol and Barcelona; Lord of Biscay and of Molina, &c.

Whereas I have granted permission for the vessel called _____ of _____ tons, and carrying _____ men, and _____ passengers _____ master and _____ owner, both Spaniards and subjects of my Crown, to proceed bound to the ports of _____ and _____ coast of Africa, from whence she is to return to _____ the said master and owner having previously taken the required oath before the tribunal of marine of the proper naval division, from whence the said vessel sails, and legally proved that no foreigner has any share in the above-mentioned vessel and cargo, as appears by the certificate annexed to this Passport, which certificate is given by the same tribunal, in consequence of the steps taken in pursuance of the directions contained in the Ordinance of Matriculation of 1802.

The said _____ Captain and _____ owner of the said vessel being under an obligation to enter solely such ports on the coast of Africa as are to the south of the line; and to return from thence to any of the ports of my Dominions where alone they shall be permitted to land the slaves whom they carry, after going through the proper forms, to shew that they have in every respect complied with the provisions of my Royal Decree of the 22d of September 1817, by which the mode of conveying slaves from the coast of Africa to my colonial Dominions is regulated, and should they fail in any of these Conditions they shall be liable to the penalties denounced by the said Decree against those who shall carry on the slave trade in an illicit manner.

I therefore command all General and other officers, commanding my squadrons and ships; the Captain Generals of the Departments of Marine, the Military Commandants of the provinces of the same, their subalterns, Captains of the ports, and all other officers and persons belonging to the Navy: the Viceroy, Captain-Generals or Commandants of Kingdoms and Provinces: the Governors, Mayors, and Justices of the towns upon the sea coasts of my Dominions of Indies: the Royal officers or Judges of entries therein established; and all others of my subjects to whom it belongs, or may belong, not to give her any obstruction, nor to occasion her any inconvenience or detention; but rather to aid her and to furnish her with whatever she may want for her regular navigation; and of the vassals and subjects of Kings, Princes and Republics in friendship and alliance with me; of the commanders, governors, or chiefs of their provinces, fortresses, squadrons and vessels, I require that they likewise shall not impede her in her free navigation, entry, departure, or detention in the ports to which, by any accident, she may be carried, but permit her to provide and supply herself therein with whatever she may be in need of: for which purpose I have commanded this Passport to be made out, which being signed for its validity by my Secretary of State for the Dispatch of Marine, shall serve for the time that a voyage, going and returning, may last; after the conclusion of which, it shall be returned to the commandant of marine, governor or other person by whom it may have been issued, adding for its proper use the corresponding note.

Given at Madrid on

I, THE KING.

[Here the signature of the Secretary of State and of the Dispatch of Marine.]

Note.—This Passport N^o authorizes any number of slaves, not exceeding being in the proportion of five slaves for every two tons (as permitted by the Royal Decree of the 22d of September 1817) excepting always, such slaves employed as sailors or domestics, and children born on board during the voyage, and the same is issued by me the undersigned on the day of this date, made out in favour of who has previously conformed with all the formalities required by the Royal Decree of the 22d of September 1817, and is bound to return it immediately upon his return from the voyage.

Given at on the of of the year

[Here the signature of the principal marine authority of the naval division, station, province or port from whence the vessel clears out.]

Signed HENRY WELLESLEY, (L.S.)

JOSE PIZARRO, (L.S.)

1. Every British or Spanish ship of war shall, in conformity with Article 9 of the Treaty of this date, have a right to visit the merchant ships of either of the two Powers actually engaged, or suspected to be engaged, in the Slave Trade, and should any slaves be found on board, according to the tenor of the 10th Article of the aforesaid Treaty; and as to what regards the Spanish vessels, should there be ground to suspect that the said Slaves have been embarked on a part of the coast of Africa where the traffic is no longer permitted, conformably to the Articles 1 and 2 of the Treaty of this date; in these cases alone the commander of the said ship of war may detain them, and having detained them, he is to bring them, as soon as possible, for judgment before that of the two Mixed Commissions appointed by the 12th Article of the Treaty of this date, which shall be the nearest, or which the commander of the capturing ship shall, upon his own responsibility, think he can soonest reach, from the spot where the slave ship shall have been detained.

Instructions for the British and Spanish ships of war employed to prevent the illicit traffic in Slaves.

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Ships, on board of which no slaves shall be found intended for the purposes of traffic, shall not be detained on any account or pretence whatever.

Negro servants or sailors, that may be found on board the said vessels, cannot, in any case, be deemed a sufficient cause for detention.

2. No Spanish merchantman or slave ship shall, on any pretence whatever, be detained, which shall be found any where near the land or on the high seas, south of the Equator, during the period for which the traffic is to remain lawful, according to the stipulations subsisting between the high Contracting Parties, unless after a chase that shall have commenced north of the Equator.

3. Spanish vessels furnished with a regular Passport, having slaves on board, shipped at those parts of the coast of Africa where the trade is permitted to Spanish subjects, and which shall afterwards be found north of the Equator, shall not be detained by the ships of war of the two nations, though furnished with the present instructions, provided the same can account for their course, either in conformity with the practice of the Spanish navigation by steering some degrees to the northward, in search of fair winds, or for other legitimate causes, such as the dangers of the sea duly proved. Provided always, that with regard to all slave ships detained to the north of the Equator, after the expiration of the term allowed, the proof of the legality of the voyage is to be furnished by the vessel so detained. On the other hand, with respect to slave ships detained to the south of the Equator, in conformity with the stipulations of the preceding Article, the proof of the illegality of the voyage is to be exhibited by the captor.

It is in like manner stipulated that the number of slaves found on board a slave ship by the cruizers, even should the number not agree with that contained in their Passport, shall not be sufficient reason to justify the detention of the ship; but the captain and the proprietor shall be denounced in the Spanish tribunals, in order to their being punished according to the laws of the country.

4. Every Spanish vessel intended to be employed in the legal traffic in slaves, in conformity with the principles laid down in the Treaty of this date, shall be commanded by a native Spaniard, and two thirds at least of the crew shall likewise be Spaniards. Provided always, that its Spanish or foreign construction shall, in no wise, affect its nationality, and that the negro sailors shall always be reckoned as Spaniards, provided they belong, as slaves, to subjects of the Crown of Spain, or that they have been enfranchised in the Dominions of His Catholic Majesty.

5. Whenever a ship of war shall meet a merchantman liable to be searched it shall be done in the most mild manner, and with every attention which is due between allied and friendly nations: and, in no case, shall the search be made by an officer holding a rank inferior to that of Lieutenant in the navy of Great Britain, or of ensign of a ship of the line in the Spanish navy.

6. The ships of war which may detain any slave ship, in pursuance of the principles laid down in the present instructions, shall leave on board all the cargo of negroes untouched, as well as the captain, and a part, at least, of the crew of the above-mentioned slave ship; the Captain shall draw up in writing an authentic Declaration which shall exhibit the state in which he found the detained ship, and the changes which may have taken place in it: he shall deliver to the Captain of the slave ship a signed certificate of the papers seized on board the said vessel, as well as of the number of slaves found on board at the moment of detention.

The negroes shall not be disembarked till after the vessels, which contain them, shall be arrived at the place where the legality of the capture is to be tried by one of the two Mixed Commissions, in order that, in the event of their not being adjudged legal prize, the loss of the proprietors may be more easily repaired. If, however, urgent motives, deduced from the length of the voyage, the state of health of the negroes, or other causes, required that they should be disembarked entirely or in part, before the vessel could arrive at the place of residence of one of the said Commissions, the commander of the capturing ship may take on himself the responsibility of such disembarkation, provided that the necessity be stated in a certificate in proper form.

7. No conveyance of slaves from one port in the Spanish possessions to another shall take place, except in ships provided with passports from the Government on the spot, *ad hoc*.

Done at Madrid, the 23d day of September 1817.

Signed HENRY WELLESLEY, (L.S.)

JOSE PIZARRO, (L.S.)

1. The Mixed Commissions to be established by the Treaty of this date upon the coast of Africa, and in a Colonial Possession of His Catholic Majesty, are appointed to decide upon the legality of the detention of such slave vessels as the cruizers of both nations shall detain, in pursuance of this same Treaty, for carrying on an illicit commerce in slaves.

Regulation for the Mixed Commissions, which are to reside on the coast of Africa, and in a Colonial Possession of His Catholic Majesty.

The above-mentioned Commissions shall judge without appeal, according to the letter and spirit of the Treaty of this date.

The Commissions shall give sentence as summarily as possible, and they are required to decide, (as far as they shall find it practicable,) within the space of twenty days, to be dated from that on which every detained vessel shall have been brought into the port where they shall reside; first upon the legality of the capture; second, in the case in which the captured vessel shall have been liberated, as to the indemnification which she is to receive.

And it is hereby provided that, in all cases, the final sentence shall not be delayed, on account of the absence of witnesses, or for want of other proofs, beyond the period of two months; except upon the application of any of the parties interested, when upon their giving satisfactory security to charge themselves with the expence and risks of the delay, the Commissioners may, at their discretion, grant an additional delay, not exceeding four months.

2. Each of the above-mentioned Mixed Commissions, which are to reside on the coast of Africa and in a colonial possession of His Catholic Majesty, shall be composed in the following manner:

The two high Contracting Parties shall each of them name a Commissary Judge, and a Commissioner of Arbitration, who shall be authorized to hear and decide, without appeal, all Cases of capture of slave vessels which, in pursuance of the stipulations of the Treaty of this date, may be laid before them. All the essential parts of the proceedings carried on before these Mixed Commissions, shall be written down in the legal language of the country in which the Commission may reside.

The Commissary Judges and the Commissioners of Arbitration shall make oath, in presence of the principal Magistrate of the place in which the Commission may reside, to judge fairly and faithfully, to have no preference either for the claimants or the captors, and to act, in all their decisions, in pursuance of the stipulations of the Treaty of this date.

There shall be attached to each Commission a Secretary or Registrar, appointed by the Sovereign of the country in which the Commission may reside, who shall register all its acts; and who, previous to his taking charge of his post, shall make oath, in the presence of at least one of the Commissary Judges, to conduct himself with respect for their authority, and to act with fidelity in all the affairs which may belong to his charge.

3. The form of the process shall be as follows :

The Commissary Judges of the two nations shall, in the first place, proceed to the examination of the papers of the vessel, and to receive the depositions on oath of the Captain, and of two or three, at least, of the principal individuals on board of the detained vessel, as well as the declaration on oath of the captor, should it appear necessary, in order to be able to judge and to pronounce if the said vessel has been justly detained or not, according to the stipulations of the Treaty of this date; and in order that according to this judgment, it may be condemned or liberated. And in the event of the two Commissary Judges not agreeing on the sentence they ought to pronounce, whether as to the legality of the detention, or the indemnification to be allowed, or on any other question which might result from the stipulations of the Treaty of this date, they shall draw by lot the name of one of the two Commissioners of Arbitration, who, after having considered the documents of the process, shall consult with the above-mentioned Commissary Judges on the case in question, and the final sentence shall be pronounced conformably to the opinion of the majority of the above-mentioned Commissary Judges and of the above-mentioned Commissioner of Arbitration.

4. As often as the cargo of slaves found on board of a Spanish slave ship shall have been embarked on any point whatever of the coast of Africa, where the Slave Trade continues to be lawful, such slave ship shall not be detained on pretext that the above-mentioned slaves have been brought originally by land from any other part whatever of the continent.

5. In the authenticated declaration which the captor shall make before the Commission, as well as in the certificate of the papers seized, which shall be delivered to the Captain of the captured vessel at the time of the detention, the above-mentioned captor shall be bound to declare his name, the name of his vessel, as well as the latitude and longitude of the place where the detention shall have taken place, and the number of slaves found living on board of the slave ship at the time of the detention.

6. As soon as sentence shall have been passed, the detained vessel, if liberated, and what remains of the cargo, shall be restored to the proprietors, who may, before the same Commission, claim a valuation of the damages which they may have a right to demand; the captor himself, and in his default, his Government, shall remain responsible for the above-mentioned damages. The two high Contracting Parties bind themselves to defray, within the term of a year, from the date of the sentence, the indemnifications which may be granted by the above-named Commission, it being understood that these indemnifications shall be at the expence of the Power of which the captor shall be a subject.

7. In case of the condemnation of a vessel for an unlawful voyage, she shall be declared lawful prize, as well as her cargo, of whatever description it may be, with the exception of the slaves who may be on board as objects of commerce; and the said vessel, as well as her cargo, shall be sold by public sale for the profit of the two Governments: and as to the slaves, they shall receive from the Mixed Commission, a certificate of emancipation, and shall be delivered over to the Government on whose territory the Commission which shall have so judged them, shall be established, to be employed as servants or free labourers. Each of the two Governments binds itself to guarantee the liberty of such portion of these individuals as shall be respectively consigned to it.

8. Every claim for compensation of losses occasioned to ships suspected of carrying on an illicit trade in slaves, not condemned as lawful prize by the Mixed Commissions, shall be also heard and judged by the above-mentioned

Commissions, in the form provided by the third Article of the present regulation. And in all cases wherein restitution shall be so decreed, the Commission shall award to the claimant or claimants, or his or their lawful attorney or attorneys, for his or their use, a just and complete indemnification: for all costs of suit, and for all losses and damages which the claimant or claimants may have actually sustained by such capture and detention, that is to say, in case of total loss, the claimant or claimants shall be indemnified; first for the ship, her tackle, apparel, and stores; secondly, for all freight due and payable; thirdly, for the value of the cargo of merchandize, if any; fourthly, for the slaves on board at the time of detention, according to the computed value of such slaves at the place of destination; deducting therefrom the usual fair average mortality for the unexpired period of the regular voyage; deducting also for all charges and expences payable upon the sale of such cargoes, including commission of sale; and fifthly, for all other regular charges in such cases of total loss;—and in all other cases not of total loss, the claimant or claimants shall be indemnified; first, for all special damages and expences occasioned to the ship by the detention, and for loss of freight when due or payable; secondly, a demurrage when due, according to the Schedule annexed to the present Article; thirdly, a daily allowance for the subsistence of slaves, of one shilling, or four rials and a half Vⁿ. for each person, without distinction of sex or age, for so many days as it shall appear to the Commission that the voyage has been or may be delayed by reason of such detention; as likewise, fourthly, for any deterioration of cargo or slaves; fifthly, for any diminution in the value of the cargo of slaves, proceeding from an increased mortality beyond the average amount of the voyage, or from sickness occasioned by detention; this value to be ascertained by their computed price at the place of destination, as in the above case of total loss; sixthly, an allowance of five per cent. on the amount of the capital employed in the purchase and maintenance of cargo for the period of delay occasioned by the detention; and seventhly, for all premium of insurance on additional risks.

The claimant or claimants shall likewise be entitled to interest at the rate of five per cent. per annum on the sum awarded, until paid by the Government to which the capturing ship belongs: the whole amount of such indemnifications being calculated in the money of the country to which the captured ship belongs, and to be liquidated at the exchange current at the time of award; excepting the sum for the subsistence of slaves, which shall be paid at par, as above stipulated.

The two high Contracting Parties wishing to avoid as much as possible every species of fraud in the execution of the Treaty of this date, have agreed that if it should be proved, in a manner evident to the conviction of the Commissary Judges of the two nations, and without having recourse to the decision of a Commissioner of Arbitration, that the captor has been led into error by a voluntary and reprehensible fault on the part of the Captain of the detained ship; in that case only the detained ship shall not have the right of receiving, during the days of her detention, the demurrage stipulated by the present Article.

Schedule of Demurrage or daily allowance for a Vessel of

100 tons to 120 inclusive,	£5	} per diem,
121 ditto— 150 ditto,	6	
151 ditto— 170 ditto,	8	
171 ditto— 200 ditto,	10	
201 ditto— 220 ditto,	11	
221 ditto— 250 ditto,	12	
251 ditto— 270 ditto,	14	
271 ditto— 300 ditto,	15	
and so on in proportion.		

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9. When the proprietor of a ship, suspected of carrying on an illicit trade in slaves, released in consequence of a sentence of one of the Mixed Commissions (or in the case, as above-mentioned, of total loss) shall claim indemnification for the loss of slaves which he may have suffered, he shall in no case be entitled to claim for more than the number of slaves which his vessel, by the Spanish laws, was authorized to carry, which number shall always be stated in his Passport.

10. Neither the judges, nor the arbitrators, nor the secretary of the Mixed Commissions, shall be permitted to demand or receive, from any of the parties concerned in the sentences which they shall pronounce, any emolument, under any pretext whatsoever, for the performance of the duties which are imposed upon them by the present regulation.

11. When the parties interested shall imagine they have cause to complain of any evident injustice on the part of the Mixed Commissions, they may represent it to their respective governments, who reserve to themselves the right of mutual correspondence, for the purpose of removing, when they think fit, the individuals who may compose these Commissions.

12. In case of a vessel being improperly detained, under pretence of the stipulations of the Treaty of this date, and the captor not being enabled to justify himself, either by the tenor of the said Treaty, or of the instructions annexed to it, the government to which the detained vessel may belong shall be entitled to demand reparation; and in such case the government to which the captor may belong, binds itself to cause inquiry to be made into the subject of the complaint, and to inflict upon the captor, if he be found to have deserved it, a punishment proportioned to the transgression which may have been committed.

13. The two high Contracting Parties have agreed, that in the event of the death of one or more of the Commissary Judges, or the Commissioners of arbitration, composing the above-mentioned Mixed Commissions, their posts shall be supplied, *ad interim*, in the following manner:

On the part of the British Government, the vacancies shall be filled successively, in the Commission which shall sit within the Possessions of His Britannic Majesty, by the Governor or Lieutenant Governor resident in that colony, by the principal magistrate of the same, and by the secretary; and in that which shall sit within the Possessions of His Catholic Majesty, it is agreed, that in case of the death of the British judge or arbitrator there, the remaining individuals of the said Commission shall proceed equally to the judgment of such slave-ships as may be brought before them, and to the execution of their sentence. In this case alone, however, the parties interested shall have the right of appealing from the sentence, if they think fit, to the Commission resident upon the coast of Africa; and the government to which the captor shall belong, shall be bound fully to make good the compensation which shall be due to them, in case the appeal be decided in favour of the claimants; but the vessel and cargo shall remain, during such appeal, in the place of residence of the first Commission before which they shall have been carried.

On the part of Spain, the vacancies shall be supplied, in the Possession of His Catholic Majesty, by such persons of trust as the principal authority or the country shall appoint; and upon the Coast of Africa, in case of the death of any Spanish judge or arbitrator, the Commission shall proceed to judgment, in the same manner as above specified for the Commission resident in the Possession of His Catholic Majesty, in the event of the death of the British judge or arbitrator; an appeal being in this case likewise allowed to the Commission resident in the Possession of His Catholic Majesty;

and in general, all the provisions of the former case being to be applied to the present.

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The high Contracting Parties have agreed to supply, as soon as possible, the vacancies that may arise in the above-mentioned Commissions, from death or any other cause; and in case that the vacancy of any of the Spanish Commissioners in the British Possessions, or of the British Commissioners in the Spanish Possessions, be not supplied at the end of the term of seven months for America and of twelve for Africa, the vessels which shall be brought to the said Possessions respectively shall cease to have the right of appeal above stipulated.

Done at Madrid, the 23d day of September, in the year of our Lord 1817.

Signed

HENRY WELLESLEY, (L.S.)

JOSE PIZARRO, (L.S.)

PORTUGAL. (1)

Art. 1. It is concluded and accorded that there is and shall be for ever a good, true, and firm peace and amity between the most renowned Kings, Charles King of Great Britain, and John the Fourth King of Portugal, their heirs and successors, and their Kingdoms, Countries, Dominions, Lands, People, Liegemen, Vassals, and Subjects whomsoever, present and to come, of whatsoever condition, dignity and degree they may be, as well by land as by sea, and fresh waters; so as the said vassals and subjects are each of them to favour other, and to use one another with friendly offices and true affection; and that neither of the said most renowned Kings, their heirs and successors, by Himself or by any other, shall do or attempt any thing against each other, or their kingdoms, by land or by sea, nor shall consent nor adhere unto any war, counsel, or Treaty, in prejudice of the other.

Treaty between
Great Britain
and Portugal.
Signed at London,
29th of
Jan. 1642. (2).

2. That between the most renowned Kings aforesaid, and the vassals, inhabitants, and subjects of each of them, as well by land as by sea, and fresh waters, in all and singular their Kingdoms, Dominions, Islands, and other lands, cities, towns, villages, havens, and Territories of the said Kingdoms and Dominions, there is and shall be free commerce (in which there was in the time of the Kings of Castile, or hitherto hath been commerce), so that without any safe conduct or other licence, general or special, as well by land as by sea and fresh waters, the subjects and vassals of each King may and shall go, enter, and sail in and to the Kingdoms and Dominions aforesaid, and the cities, towns, havens, shores, sea-roads, and territories of the same; and with carriages, horses, burdens, ships laden or to be laden, to bring in merchandizes to buy or sell, as much as they will, victuals, and upon just prices to make provision of things necessary for their sustenance and voyages; and to repair their shipping and carriages, of their own property, or hired, or borrowed by them, and from thence also with the same freedom to depart with their merchandizes, goods, and things whatsoever, having paid only such customs and tolls as according to the ordinances of each place are at that time rated, and may thence go without let or impediment unto their own countries, or any other places where and how they please.

(1) As to the Treaties between Great Britain and Portugal in particular, and the decisions upon them, see ante 1 vol. 618.

(2) Renewed by Article 26 of the Treaty of 1810.

3. And that the subjects of each of the most renowned Kings before named, in the Dominions and Territories of the other, shall not be worse dealt withal than the natural subjects, in their sales and contracts for their merchandizes, as well for price as otherwise; but that the condition of foreigners and natural subjects shall be equal and alike as aforesaid, according to the practice of ancient Treaties made between the most renowned Kings of Great Britain and Castile.

4. That the subjects of the most renowned King of Great Britain shall at their own free will and pleasure use and enjoy any kind of merchandizes and trading in merchandize, in the Kingdoms, Provinces, Territories, and Islands of the most renowned King of Portugal, in Europe; and that they shall, as freely and in the same manner exercise their trade of merchandizes in the places aforesaid as is permitted to the subjects of other Princes and States in league with the King of Portugal; neither shall they be more burthened with customs, impositions, or other taxes than the inhabitants and subjects of the said lands, or other subjects of any nation whatsoever in league with the Portugals, and they shall enjoy the same privileges which were granted to the English before Portugal was united to Castile.

5. That whensoever the subjects of the King of Great Britain shall, with their ships, arrive at the havens of the most renowned King of Portugal in His Kingdoms and Dominions, they shall not be constrained by the ministers, officers, and subjects of the King of Portugal to put or load into their ships any other kind or quantities of goods and merchandizes than it shall please and seem good unto the said subjects of the King of Great Britain; and that the subjects of the King of Portugal shall enjoy the same freedom in the havens and dominions of the King of Great Britain.

6. That if it shall happen that the subjects of the most renowned King of Portugal, or any other, within His Kingdoms and Dominions, or their merchandizes and goods, shall be taken, seized, or arrested by the office of the Court of Inquisition, or the Judges or Ministers thereof, which have been or shall be engaged or indebted to the subjects of the most renowned King of Great Britain, the said debts shall be fully paid out of the said goods and merchandizes within the year immediately following the said arrest, without any hindrance or trouble of the said Court, or the Judges and Ministers of the same whosoever: and if any of the goods and merchandizes of the said subjects of the King of Great Britain shall remain in specie among the said goods and merchandizes so seized and arrested, the same shall be immediately restored unto them.

7. That the captains, masters, officers, and mariners of the ships of the most renowned King of Great Britain, or His subjects, shall not commence any actions, nor procure any trouble against the said ships, or any the subjects of the said King, within the Kingdoms and Dominions of the King of Portugal, for their wages or salaries, under colour or pretext that they profess the Roman religion, or shall have put themselves into the service of the most renowned King of Portugal.

8. That the Consuls named and appointed by the most renowned King of Great Britain, for the aid and protection of His subjects, remaining within the Kingdoms and Dominions of the most renowned King of Portugal, shall fully and freely exercise the power and authority of Consuls within the said Kingdoms and Dominions, although they shall not profess the Roman religion.

9. That if any subjects of the most renowned King of Great Britain shall depart this life within the Kingdoms and Dominions of the most renowned

King of Portugal, the books, accounts, merchandizes and goods of them, or of any other subjects of the said King of Great Britain, shall not from henceforth be taken or seized by the judges of orphans and absents, or their ministers or officers, neither shall they be subject to their jurisdiction; but the same goods, merchandizes and accounts, shall be delivered by the possessors of them, to English agents, or factors residing in that city, named and appointed by the said deceased: and if he shall have named none while he lived, they shall be delivered to one or two English merchants (provided they be bachelors) by authority of the Conservator of the English, having first given caution, with good sureties, to be allowed by the said Conservator, to restore the said goods and merchandizes to the true owners thereof, or their lawful creditors; and those goods which shall appear to belong to the deceased shall be delivered to his heirs, executors, or creditors.

10. That the most renowned King of Portugal, or His ministers, within His Kingdoms and Dominions, shall not arrest or withhold the ships of the subjects of the most renowned King of Great Britain, or His subjects, without His knowledge and consent for His services of war, or any other services whatsoever; but that the said ships and subjects may freely, and at their own pleasure, depart out of the ports and dominions of the said King, without any hindrance of the said King of Portugal or His ministers; and that the goods and merchandizes of the subjects of the King of Great Britain shall not be taken for the service of the King of Portugal, but for the just and common price thereof, to be paid within two months following, unless some other time of payment shall be agreed on by both parties.

11. That the Subjects of the most renowned King of Great Britain shall freely carry in their ships all things, goods and merchandizes, of what kind soever they be, even arms, victuals, or any other of the like kind, out of the ports and dominions of the said King, or of any ports and dominions whatsoever, (so that they be not immediately carried out of the ports of Portugal, or the dominions thereof), to be transported to any ports and territories of the most renowned King of Castile; and that the most renowned King of Portugal, or His subjects, shall not, by seizures, reprizals, or any other means, hinder the said ships, goods, and persons of the subjects of the King of Great Britain, but that they may safely sail to the ports and territories of the said King of Castile, and there exercise their merchandize and trade: and that the subjects of the Kings of Great Britain and Portugal shall, on both parts, have the same power, if hereafter it shall happen that either of the said Kings shall have war with the friend of the other, and the subjects of the King of Great Britain shall carry all kind of merchandize, even arms, victuals, or any other of the like kind, with the same freedom into the Kingdoms and Dominions of the King of Portugal, and shall there sell the same at their own pleasure, in public market or privately, without any hindrance from the most renowned King of Portugal, or His ministers.

12. Item, That the Convention of Truce made between Don Michael de Loronha, Conde de Linhares, Viceroy of Goa, and William Methwold, President of the English in the East Indies, the 20th of January 1635, N. S. shall be continued and kept between the subjects of both Kings in the East Indies, and in all the Dominions of the most renowned King of Portugal, beyond the Cape of Good Hope, and that the Commissioners to be named by the said Kings, shall, in the East Indies, take cognizance within three years of the demands which have been or shall be made by the subjects and vassals of both Kings, for their Commerce in the Indies aforesaid, that so a perpetual Peace and Confederation may be confirmed and established by the said Kings, between their subjects on both parts.

13. And because the commerce and free coming of the subjects of the King of Great Britain to the coasts and parts of Africa, the Island of St. Thomas and other Islands comprehended under them, could not yet be agreed on by reason of the defect of the Powers sent by the most renowned King of Portugal to His ambassadors, that by this debate this present Treaty of Peace and Amity between both Kings and their subjects be not delayed, it is on both parts concluded on, that in the lands, places, castles, ports, and coasts of Africa, Guinea, Bine, &c. the Island of St. Thomas and other islands comprehended under them, wherein it shall appear that the subjects of Great Britain have dwelt for trade of merchandize, or have had trade or commerce there in the time of the Kings of Castile, or hitherto, there shall be no alteration or change, neither shall they have any trouble or injury done them by the Portugals for that cause. And if any customs be to be demanded from the subjects of the King of Great Britain, on any cause, in the castles, islands, and places aforesaid, they shall not be greater or more grievous than those which shall be demanded from other nations in league with the King of Portugal; and the subjects of the King of Portugal wanting foreign ships for their navigation and commerce to the coasts and islands aforesaid, may freely, at their own pleasure, hire the ships of the subjects of the King of Great Britain: and that Commissioners and Ambassadors shall be named by both Kings, who shall treat and conclude concerning the commerce and free coming to the coasts, islands, and places aforesaid, which hath been demanded by the Commissioners of the King of Great Britain, for the subjects of their King; being persuaded out of the confidence of the ancient amity which hath been between the predecessors of the same Kings, that the most renowned King of Portugal will grant to no nation more ample rights, immunities, and privileges, than He will grant unto the subjects of the King of Great Britain.

14. And forasmuch as the most renowned King of Portugal by His grant, confirmed by His seal, dated in Lisbon the 21st of January, in the year of the birth of our Lord 1641, hath given free power to the inhabitants of the lands subject to the Dominions of the States of Holland, &c. to bring in and to export all kind of merchandizes out of His Kingdoms, Dominions, and Territories, that the subjects of the King of Great Britain shall have and enjoy the same power in the Kingdoms and Dominions of the said most renowned King of Portugal, according to the tenor of the said grant.

15. And that the English merchants, and other subjects of the King of Great Britain shall enjoy as great, and the same immunity from being imprisoned, arrested, or any other way troubled in their persons, houses, books of accounts, and accounts, merchandizes and goods, within the Dominions of the most renowned King of Portugal, as hath been granted or shall be hereafter granted to any other prince or people in league with the King of Portugal.

16. And because there is yet no agreement made concerning freighting of the ships of the subjects of the most renowned King of Great Britain by the Portugals, for their commerce and navigation into Brazil, it hath pleased both Parties that Commissioners or Ambassadors shall be appointed, and sent by the said Kings within two years, who shall have power to treat and agree concerning this Article.

17. And because the rights of commerce and peace shall be made unprofitable, if the subjects of the most renowned King of Great Britain shall be troubled for their consciences, while they go to and from the Kingdoms and Dominions of the most renowned King of Portugal, or reside there for commerce or business; therefore, that their commerce be safe and secure,

as well on land as on sea, the most renowned King of Portugal shall take care, and provide that they shall not be molested or disturbed for the said case of conscience, so as they give not scandal unto others. And although the most renowned King of Portugal do acknowledge that He hath not power to determine and dispose of faith and religion; yet, out of His love and great affection to the most renowned King of Great Britain, and the English nation, He shall take care that the English, and other subjects of the said King, shall have and enjoy as great liberty in the practice and exercise of their religion within the Kingdoms, Dominions, and Territories of the King of Portugal, as shall be permitted to the subjects of any other prince or commonwealth whatsoever.

18. If it shall happen hereafter (which God forbid!) that any controversies and doubts shall arise between the said most renowned Kings, whereby there may be danger of the interruption of commerce and intercourse between their subjects, there shall be public monition given to the subjects on both parts, in all and singular the Kingdoms and Provinces of each King, and after such monition they shall have two years on both parts to transport their merchandizes and goods, and that no trouble, impediment, or hurt shall be done, in the mean time, either to things or persons on either part.

19. And if, during this peace and amity, any thing shall be attempted, committed, or done, against the force and effect thereof, by land, sea, or fresh waters, by any of the said Kings, their heirs and successors, their vassals or subjects; yet, notwithstanding, this peace and amity shall remain in strength and virtue, and the attempters and offenders only, and none others, shall be punished for such their attempts.

21. Finally, it is concluded that the said most renowned Kings, Charles, King of Great Britain, &c. and John the Fourth, King of Portugal, &c. shall sincerely and faithfully observe and keep, and cause to be observed by their subjects and inhabitants all and singular the Capitulations concluded and accorded in this present Treaty; and that they shall not, directly or indirectly do contrary to the same; and that they shall confirm and ratify all and singular the Conventions aforesaid, by their Letters Patent, subscribed with their Royal Hands, and with their great seals, in good and due form; and upon the first occasion shall deliver or cause to be delivered the same faithfully, really, and effectually; and they shall mutually bind themselves by promise, in the word of a King, that they shall observe and keep all and singular the premises, whensoever they shall be thereunto required by either Part; and they shall cause this present Peace and Amity, in manner accustomed, to be published as soon as the same conveniently may be done.

Signed at London, January 29 1642.

1. That there shall be a good, true, and firm peace between the Republic of England and the Most Serene King of Portugal, and between the Countries, Territories, Kingdoms, Dominions, and Principalities under their respective Governments, and their people, subjects, and inhabitants, of whatsoever condition, rank, and dignity, not only by land, but on the sea, rivers, and fresh waters; in such manner that their said people and subjects shall behave to each other with favour and assistance, mutual love and honest affection; and that neither of the said Parties, or their people, subjects, or inhabitants, shall commit or attempt any thing against the other, in any place, either by land or sea, or in the harbours or rivers of either, nor shall consent or adhere to any war, counsel or Treaty, to the damage of the other, nor receive or harbour the rebels or fugitives of either, in any of the other's Territories, Kingdoms, Dominions, Ports, or Borders.

Treaty between
Great Britain
and Portugal.
Signed at West-
minster, the 10th
July 1654. (1)

(1) Renewed by Article 26 of the Treaty of 1810.

2. That there shall be a free commerce between the Republic of England and the King of Portugal, and their people, subjects, and inhabitants, as well by land as on the sea, rivers, and fresh waters, in all and singular the countries, lands, dominions, territories, provinces, islands, colonies, cities, towns, villages, ports, and borders, where commerce was heretofore, or is at this time carried on, in such manner that the people, subjects, and inhabitants of either, may, without any safe-conduct or other general or special licence, pass by land and sea, by rivers and fresh waters, to the aforesaid Dominions and Kingdoms, all their cities, towns, harbours, shores, bays, and places, and enter the same with carriages, horses, packs, and vessels, laden or unladen, there to import, sell, and buy merchandize, and at a reasonable price to procure victuals, and what necessities they want for their stay and voyage, to refit their ships and carriages, whether their own or such as are hired or lent, and with the same liberty to depart from thence with their goods, merchandize, and all other things whatsoever, either to their own or foreign countries, as they think fit, and without any hindrance; saving nevertheless all the laws and statutes of each place.

3. That the people and inhabitants of this Republic shall be at liberty to buy up all sorts of wares, goods, and merchandize, and the same to use and enjoy in the Kingdoms, Provinces, Territories, and Islands of the King of Portugal, at the first sale, either in parcels, or in whatsoever number and size, when and wheresoever they please, neither shall they be compelled to purchase them either of forestallers or monopolists, nor shall they be circumscribed to a set price: they may also, at discretion, sell, traffic, and freely transport any sort of goods, wares, and merchandize whatsoever, from the said Kingdoms and Dominions, paying only the Customs and Consul's fees due for the goods exported, as they were paid the 10th of March, O.S. and 20th N.S. in the year 1653, according to the English computation. But as to purchases and sales by the negotiation of brokers, the said people of this Republic shall enjoy and use the same liberties, privileges, and exemptions as the Portuguese themselves, and they shall be as well used at public sales and contracts, as the natives and countrymen, notwithstanding any former judicial determinations; and all privileges and immunities granted to the English at any time heretofore, by all or any of the Kings of Portugal, shall be confirmed by an edict, to the end that the people and inhabitants of the said Republic may enjoy them, together with all other privileges and immunities, which now are, or hereafter shall be granted to any Nation, Kingdom, or Republic, in alliance with the said King of Portugal.

4. That as often as the people and inhabitants of this Republic arrive with their ships, at any of the harbours of the Kingdom of Portugal, the said people and inhabitants shall not be compelled in the least, by the said King's ministers, officers, and subjects, to load or put on board their ships any other species or quantities of goods and merchandize, than what they think fit; and while they stay there, only two officers or waiters, at most, shall be placed upon their ships; nor shall there be any fruitless delay in the unloading them. And if the said ships and vessels laden with dry goods, are not unladen within ten days after their entrance into port, and those laden with fish and provisions, within fifteen days, they shall not be obliged to pay any stipend, sum of money, or other reward, to the said officers or waiters, nor shall they pay any thing more than for the said ten and fifteen days respectively.

5. If the subjects of the Most Serene King of Portugal, or others, within the Kingdoms and Government of the said King, or their goods and merchandize, are seized, stopped, and detained by the office of the Court of Inquisition, or the judges or ministers thereof, or by the King's Exchequer,

and it so happen that they owe, or shall owe, any money, to any of the people of this Republic, the said debts shall be paid entirely out of the said goods and merchandize, within six months next after the said attachment or seizure, without hindrance or molestation from the said Court, or its judges or ministers; but if among the said goods and merchandize so attached and seized, there remain any goods and merchandize of the said people and inhabitants in specie, the same shall immediately be restored to them.

6. That the captains, masters, officers, and mariners of the ships of this Republic, or of any of its people, shall not sue or in any wise molest the said ships or people of this Republic, within the Kingdoms and Government of the King of Portugal, on account of their stipend or salary, on pretence that they profess the Romish religion; nor shall they, under this or any other pretext, engage in the service of the King of Portugal, or in any other manner separate from the other ships in their company; and if they offend in this point, an account shall be taken of their names and they shall be compelled by the magistrates and officers of the place to return to the ships; and if they cannot be found it shall be lawful for the master of such ship or vessel to detain their clothes, goods, or wages for the repair of damages.

7. That the Consuls who shall reside hereafter in any part of the Dominions of Portugal, for the assistance and protection of the people of this Republic, shall be nominated and fixed by the said Lord Protector, and when so nominated, shall obtain and exercise the same authority as any Consul of this or any other nation whatsoever doth now or shall hereafter exercise in the Dominions of the said King, although they do not profess the Romish religion. Also, for judging all causes which shall relate to the people of this Republic, a Judge Conservator shall be deputed, from whom no appeal shall be granted, unless to a Committee of Senators, where the disputes shall be determined within the space of four months, at most, after the appeals.

8. That if any of the people of this Republic depart this life within the Kingdoms and Dominions of the Most Serene King of Portugal, the books, accounts, goods, and merchandize of him or them shall not be seized nor possessed by the judges of the orphans and persons absent, or by their ministers or officers, nor shall be liable to their jurisdiction; but the said goods, merchandize, and accounts, shall be delivered up to those English factors or attornies, residing on the spot, who are nominated or deputed by the deceased: but if the defunct, whilst living, nominated none, then the said goods, merchandize, and accounts shall, by the authority of the Judge Conservator, be delivered to two or more English merchants, who shall be chosen by the majority of the merchants residing in the place, and approved by the English Consul, after having given security by proper bondsmen, who shall be approved by the Consul, for restoring the said goods, merchandize, and accounts, to the lawful owners, or their true creditors. And the goods which shall appear to have been the deceased's, shall be delivered to his heirs, executors, or creditors.

9. That neither the King of Portugal, nor any of His Ministers, shall detain, arrest, or detach any merchants, masters of ships, captains, or mariners, or their ships, merchandize, or other goods, which belong to this Republic, or any of its people, either for war or any other use whatsoever, unless the Lord Protector, or those to whom such ships and goods appertain, are first apprized thereof, and give their consent; but that the said ships, men, and goods, shall, at their own pleasure, have free liberty to depart from the Harbours and Dominions of the said King, without any hindrance from His said Majesty or any of His Ministers: and that the

sale of the merchandize and goods of the people of this Republic shall not be hindered or delayed, under pretence that the King has occasion for them, or for any other reason whatsoever; nor shall they be diverted to the King's use, or to any other uses whatever, without the consent of those concerned.

10. That the people of the Republic of England may freely export in their ships, all goods, wares, and things, of what kind soever, even arms, provision, or the like, from the Harbours and Dominions of the said Republic, or any other Harbours and Dominions whatever, provided they are not exported immediately from the Harbours and Dominions of Portugal to any Ports and Territories whatsoever of the King of Castile; and that neither the Most Serene King of Portugal, nor His subjects, shall hinder the said ships, goods, or men, by seizures, reprisals, or any other cause whatsoever, from navigating securely to the harbours and territories of the said King of Castile, and from trafficking therein; and that the people of this Republic may freely import arms, corn, fish, and all other sorts of merchandize, into the Kingdoms, Ports, and Territories of the King of Portugal, and the same sell at pleasure, either in parcels or in bulk, to whatsoever chapman, and for whatever price they can get; and shall not be prohibited, circumscribed, or restrained by His said Royal Majesty or His Ministers, Governors, Farmers of the Customs, or Monopolists, or by any chamber or jurisdiction whatsoever, of any Court, public or private: and that the goods or merchandize, after paying the customs or imposts in such of His Majesty's harbours, wheresoever they are, shall be freely transported into any other ports or places whatsoever of His said Majesty, without paying any other or farther custom, duty, or sum of money, besides what the Portuguese merchants should pay, if the goods and merchandize belonged to them.

11. That the people and inhabitants of the Republic of England shall trade and traffic freely and safely from Portugal to Brazil, and the other conquests of the said King in the West Indies, and from Brazil and the said conquests to Portugal, in all sorts of goods and merchandize whatsoever, (except meal, fish, wine, oil, and Brazil-wood, which are prohibited by the King in pursuance of a contract with the Brazil company,) paying the dues and customs which others pay, who trade into those countries, and provided that the English ships hired by the Portuguese sail in company with the Portuguese fleet: and that the said people and inhabitants arriving from any of the harbours and places in Brazil, and the said conquests, at any of the Dominions of the said King whatsoever, shall not be compelled to unlade their ships, or to export any goods belonging to the English; but the Officers of the Customs shall cause the goods, while they are a-board the ships, to be weighed, to the end that the customs and dues may be paid for them; and that no heavier duty or impost, nor greater sum of money, or expense, shall be demanded or paid to the King's officers, than if the goods were exposed a-shore; nor shall there be any delay in dispatching and dismissing the said ships. And after they are arrived at any other dominions of the said King whatsoever, having paid the customs and duties above mentioned, they shall freely proceed to any other harbour or place whatsoever; and the goods put on board the English ships, either by the subjects of the said King, or by others, to be transported to any part whatsoever of the Dominions of the said King, shall by no means pay greater customs, or any different duties, than if they were put on board Portuguese ships. And likewise, that the people and inhabitants of the Republic of England shall have the liberty of navigating to the colonies, islands, countries, harbours, districts, towns, villages and staples, belonging to the King of Portugal, in the East Indies, Guinea, Binney, the Island of St. Thomas, and elsewhere, on the coasts and shores; and there to reside, negotiate,

and traffic by land or sea, on the rivers or fresh waters, in any goods and merchandize whatsoever, ; and to transport all kind of merchandize, to any place or country, with the same freedom as formerly, and the same that was ever granted by any Treaty heretofore, or shall hereafter be granted to the inhabitants of any other nation, in alliance and friendship with that Crown. But as to the Customs and duties to be paid in those countries, they shall not pay more or greater than those which are paid by any person or persons trading in any of the said places or countries. And also, that the King of Portugal, or His subjects, as well the Brazil Company as all others, as often as they have need of foreign ships for trade and navigation to Brazil, or the coasts and islands above mentioned, or elsewhere, shall hire the ships of this Republic and its subjects at the usual and ordinary rates, and no other ships of any Prince or Republic, provided that the number of the English ships be sufficient for their purposes; excepting that the Brazil Company, as is set forth in the charter of their liberties, granted to them by the King's Letters Patent, may hire of what nation soever they please, two ships to be fitted out as convoys, and four others to be sent with fish to Brazil; and that as well the Brazil Company as all other the subjects of the said King, who follow merchandize, shall freely without any licence, general or special, first obtained, hire as many English ships as they please, and sail therein to Brazil, and the other conquests of the said King in the West Indies; and that whatever stipend shall be agreed on for lading and stay, the same shall run on and be placed to the reckoning, till the whole is paid, though it exceed what was bargained for the time.

12. That whereas the Most Serene King of Portugal, by His Rescript sealed with His seal, and dated at Lisbon, the 21st day of January, in the year of our Lord 1641, granted to the inhabitants of the lands under the Dominion of the States of Holland, free liberty of importing and exporting all sorts of merchandize from His Kingdoms, Dominions, and Territories, the people of the Republic of England shall use and enjoy the same liberty in the Kingdoms and Dominions of the King of Portugal.

13. That no Alcaid, as he is commonly called, nor other Officer of the King's Majesty, shall arrest or impeach any of the people of this Republic, of what rank or condition soever, except in a criminal Cause, where he is apprehended in the fact, unless he be first empowered in writing by the Judge Conservator; and that the people aforesaid, in other respects, as to their bodies, dwellings, books of accounts, interests, merchandize, and goods, shall enjoy equal and the same immunity within the Dominions of the Most Serene King of Portugal, from imprisonment, arrests, and other molestations whatsoever, as is, or hereafter shall be granted to any other Prince and people whatsoever, in alliance with the King of Portugal: nor shall they be hindered by any safe conduct or protection, to be granted by His authority to the subjects of the said King, or others frequenting His dominions, from recovering their debts; but they shall have a right to sue every man to justice for the recovery of any just debt, whatever be his protection or passport, be he a farmer of the revenue, or any other privileged person, by whatsoever Charter secured.

14. And forasmuch as the rights of commerce and peace would be null and void, if the people of the Republic of England should be disturbed for conscience sake, while they pass to and from the Kingdoms and Dominions of the said King of Portugal, or reside there for the sake of exchanging their wares: that Commerce may therefore be free and secure, both by land and sea, the said King of Portugal shall effectually take care and provide that they be not molested by any person, court or tribunal, for any English bibles

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or other books which they may have in their custody, or make use of: and that it shall be free for the people of this Republic to observe and profess their own religion in private houses, together with their families, within any of the Dominions of the said King of Portugal whatsoever; and the same to exercise on board their ships and vessels, as they shall think fit, without any trouble or hindrance; and finally, that a place be allotted them fit for the burial of their dead. Provided nevertheless, that the English do not exceed what is written in this Article.

15. If it shall happen hereafter that any controversies and doubts arise between the said nations, which may endanger the interruption of commerce between them, public notice shall be given to the people and subjects of both Parties, through all the Kingdoms and Provinces of both; and the space of two years, after such notice, allowed for transporting their persons, goods, ships, wares, and substance whatsoever, without any molestation, impediment or damage offered, in the mean time, to their persons or goods: and it shall be lawful for the said people and subjects, on both sides, to whom any debts were owing at the time of such public notice, legally to demand the same within the said two years, in the places and dominions where they are owing, and afterwards justice shall be done them speedily and effectually, so that such creditors may be able to obtain their own within the time prescribed.

16. If it shall happen, that while this Treaty, friendship and intercourse are subsisting, any thing be committed or attempted by any of the people or inhabitants of either of the said Parties, contrary to this Treaty, or any part thereof, by land or sea, on the rivers and fresh waters, the said friendship and intercourse betwixt these nations shall not therefore be interrupted nor infringed, but shall, nevertheless, remain entire and in full force, and those only who violate the said Treaty shall be punished, and none else; and justice shall be done, and satisfaction given to all those concerned, by all those who, by land, sea, rivers, or fresh waters, shall act any thing contrary to this Treaty, in any part of Europe, or elsewhere, within the Straits of Gibraltar, either in America, or along the Coasts of Africa, or in any of the lands, islands, seas, arms of the sea, bays, rivers, or in any places on this side of the Cape of Good Hope, within the space of a year after justice shall be demanded; and in all places as above, beyond the said Cape, within eighteen months after justice be required, in the manner above-mentioned. And if the violators of the Treaty do not appear, nor surrender themselves to trial, nor give satisfaction within this or the other space of time now limited, according to the distance of the place, they shall be deemed as the enemies of both Parties, and their goods, substance, and revenues whatsoever, shall be set to public auction, and sold to make full and just satisfaction for those injuries which they have suffered from them; and the offenders, when they happen to be in the power of either Party, shall be liable to those punishments which their respective crimes deserve.

17. If any controversy should arise between the said King's inspectors, officers, or ministers, and the said merchants, concerning the goodness of the fish, or any other sort of provisions whatsoever, which shall be brought to any of the said King's Dominions, the same shall be decided by the arbitration of good men, provided they be not Portuguese, who shall be fairly chosen by the magistrate of the place, and the Consul of the English nation; and shall so determine the matter, that no detriment happen to the owner in the mean time, while the matter is in dispute.

18. It shall be lawful for the people or subjects of either Party to enter the ports of the other, there to reside, and thence to depart with equal liberty,

not only with merchant-ships and transports, but also with men of war, guardships and convoys, whether they are driven thither by storm, or come in for refitting their ships, or for victualling them ; provided they do not exceed the number of six men of war, if they chance to come there of their own accord ; nor shall they stay or continue longer in the ports, or upon the coasts, than is necessary for refitting their ships or procuring any necessaries, lest they should give occasion for interrupting the commerce of other nations, which are united by friendship and alliance : and if at any time any unusual number of ships should come to such ports by chance, it shall not be lawful for them to enter without a power first granted by those in whose jurisdiction the harbours shall be, unless they are driven in against their will, by stress of weather, or other urgent necessity, for avoiding the danger of the sea and shipwreck ; in which case they shall immediately notify the reason of their coming thither to the Governor or Chief Magistrate of the place ; nor shall they stay there longer than they are allowed by such Governor or Chief Magistrate, nor commit any hostility in those harbours which may be detrimental to the said Republic or King.

19. That neither the said Republic nor King shall suffer the ships and goods of either of their people, which shall at any time be taken by the enemies or rebels of the other, and carried to any ports or places of the other's Territories or Dominions, to be conveyed away from the owners or proprietors ; but the same shall be restored to them, or their attornies, provided they lay claim to such ships and goods before they are sold and cleared, and either prove their right, or exhibit testimonies of their property in them, within three months after the said ships and goods are so carried off ; and in the mean time the proprietors shall pay and discharge the necessary expences for the preservation and custody of the said ships and goods.

20. That the people and inhabitants of the Republic of England, who frequent the Kingdoms, Dominions, and Countries of the said King, for the sake of traffic, or who arrive at His harbours with their ships, shall not pay for tonnage, anchorage, or other expences of the harbours, any other customs, or sums of money, besides those usually paid to the King, or the Chamber of Lisbon ; and if any other ill custom has crept in, it shall not be regarded hereafter.

21. That no tribute shall be demanded from any of the people of this Republic, either in Lisbon or in any other place, to be paid to the Chapel of St. George, nor shall they be compelled to perform any duties in person, or to wear any sort of arms, or to furnish others therewith.

22. That the merchants of either of the Parties aforesaid, and their factors, servants, families, brokers, and other officers, pilots, and masters of ships, and seamen, shall securely and freely pass up and down in the Dominions, Territories, and Countries of the said Republic and King, as also in their harbours, and on their shores ; and the people and subjects of the one shall have and hold dwelling-houses of their own, in any of the Dominions of the other, wherein they may reside, together with warehouses for laying up their goods and merchandize, as long as they hire the same, without molestation from any person. They shall also be at liberty to wear swords, and to carry arms with them, both offensive and defensive, according to the manner and custom of the place, for the better security of their persons and goods.

23. That all goods and merchandize of the said Republic or King, or of their people or subjects, found on board the ships of the enemies of either, shall be made prize, together with the ships, and confiscated to the public ; but all the goods and merchandize of the enemies of either, on board the ships of either, or their people or subjects, shall remain untouched.

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27. It is also agreed and concluded, that both Parties shall truly and firmly observe and put in execution the present Treaty, and all and every Article and Articles therein contained and comprehended, and cause the same to be observed and effectually performed by the people, subjects, and inhabitants of each respectively.

28. It is also agreed and concluded, that the present Treaty, and all and every point and points therein contained and concluded, shall, within six months next ensuing, be confirmed and ratified by the said Lord Protector, and the King, by the Letters Patent of both Parties, sealed with the great seal, in a due and authentic form; and within the said term, mutual Instruments shall be delivered on both sides, and the said Peace and Confederacy shall be proclaimed in the usual forms and places, immediately after the delivery and exchange of the Instruments.

In witness and testimony of all which, we, the Commissioners of His Highness the Lord Protector, and the Ambassadors Extraordinary of the Most Serene King, by virtue of our respective Commissions and full Powers, have signed the present Treaty with our own hands, and sealed it with our seals.

Done at Westminster, the 10th day of July, in the year 1654.

Signed NATH. FIENNES, (L.S.)
WALT. STRICKLAND, (L.S.)

Secret Article.

The people and inhabitants of the Commonwealth of England, following their commerce, as aforesaid, within the Kingdoms, Dominions, Ports, and Territories of the said King, shall not pay any customs or duties but in manner following; that is to say, the goods, merchandizes, and manufactures of the English, in setting rates, according to which they are to pay their customs (which shall never exceed 23 per cent.) shall be favorably valued according to the rates of the Custom-house, and the ancient laws of the realm; and if at any time it be designed to raise them higher, because the true and real value of the said goods is increased, it shall not be done but in the presence and by the advice of two English Merchants, then residing in Portugal, and chosen by the English Consul; and if it shall happen that the price of commodities shall fall, the value or rate shall, in like manner, from time to time be abated, according to the said rule and law; and if any controversy shall happen to arise about the said valuation, that doubt shall be determined by such indifferent arbitrators as shall be chosen by the Consul of the English nation, and the Officers of the Custom-house. The subjects and inhabitants of the said Kingdom, trading in the Dominions and Territories of the said Commonwealth, shall pay the present customs and duties as they are now valued in the month of May 1654, according to the laws and customs of the place; and likewise they shall, on both sides, observe the laws and customs of each place. And thus it was agreed upon and concluded, that the above said Article, and every thing contained therein, shall be confirmed and ratified by the said King, and by the said Lord Protector, by the Letters Patent of the one and the other Party, sealed with the great seal, in due and authentic form, within six months next following: and within the said time Instruments shall be passed or exchanged by the one and the other Party.

In faith and testimony whereof, we, the Commissioners of His Highness the Lord Protector, as well as the Commissioner of the said Most Serene King, by the force and virtue of our respective Commissions, the aforesaid secret Article have signed with our hands, and to the same have affixed our usual seals.

Done at Westminster, the 10th day of July 1654.

Signed NATH. FIENNES, (L.S.)
WALT. STRICKLAND, (L.S.)

1. That all Treaties made between Great Britain and Portugal since 1641, until this very time, shall be ratified and confirmed in all points and to all intents, and shall receive as full force and ratification by this Treaty, as if they were herein particularly mentioned and inserted word by word.

11. That for the better improvement of the English interest and trade in the East Indies, and that the King of Great Britain may be better enabled to assist, defend, and protect the subjects of the King of Portugal, in those parts, from the power and invasion of the States of the United Provinces; the King of Portugal, with the advice and consent of His Council, doth give, transfer, and by these Presents, grant and confirm unto the King of Great Britain, His heirs and successors, for ever, the Port and Island of Bombain in the East Indies, with all the rights, profits, territories, and appurtenances whatsoever thereunto belonging, and as well the profits and revenue, as the direct, full, and absolute Dominion and Sovereignty of the said port, island, and premises, with all the royalties thereof, freely, fully, entirely, and absolutely. He doth also covenant and grant, that the quiet and peaceable possession thereof shall, with all possible speed, be freely and effectually delivered to the King of Great Britain, or such person as His Majesty shall thereunto appoint, for His use, in performance of this grant: the inhabitants of the said island (as the King of Great Britain's subjects, and under His sovereignty, crown, jurisdiction, and Government) being suffered still to live there, and enjoy the free exercise of the Roman Catholic Religion, in the same manner as now they do; it being understood and declared once for all, that the same order shall be observed for the exercise and preservation of the Roman Catholic Religion, in Tangier, and all other places which shall be delivered by the King of Portugal into the possession of the King of Great Britain, as was provided for and agreed, upon the delivery of Dunkirk into the hands of the English. And when the King of Great Britain shall send His fleet to take possession of the said Port and Island of Bombain, they shall have instructions to give all manner of encouragement, help, and assistance, to the subjects of the King of Portugal in the East Indies, and to protect them in their trade and navigation there.

12. That the subjects of the King of Great Britain may enjoy the more full benefit of trade and commerce, in all the Dominions of the King of Portugal, it is agreed, that their merchants or factors (above what hath been granted by former Treaties) may, by virtue of this Treaty, reside in all places they shall choose, and particularly that they shall live and enjoy all privileges and immunities, in order to trade, which the Portuguese themselves enjoy, in the cities and towns of Goa, Cochim, and Dio; provided that the subjects of His Majesty of Great Britain, who are to reside in any of the said places, shall not exceed the number of four families in any one place.

13. The like privileges, liberties, and immunities, the King of Great Britain's subjects shall enjoy in the towns of Bahia de todos os Santos, Pernambuco, and Rio de Janeiro, in the Territory of Brazil, and in all other of the King of Portugal's Dominions, in the West Indies.

Signed at Whitehall, 23d June 1661.

1. All former Treaties between the above-said Powers are hereby approved, confirmed, and ratified, and are ordered to be exactly and faithfully observed, except in so far as by the present Treaty is otherwise provided and established; so that there shall be between the said Kingdoms and States, their

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Treaty between
Great Britain
and Portugal.
Signed at White-
hall, 23d June
1661. (1)

Treaty between
Great Britain
and Portugal
(and the States
General). Signed
at Lisbon, 16th
May 1703. (2)

(1) Renewed by Article 26 of the Treaty
of 1810.

(2) Renewed by Article 26 of the Treaty
of 1810.

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people and subjects, a sincere friendship and perfect amity : they shall all of them mutually assist one another ; and each of the said Powers shall promote the interest and advantage of the rest, as if it were his own.

15. The personal privileges and freedom of trade which the subjects of Great Britain, and the States of the United Provinces, at present enjoy in Portugal, the Portuguese shall, in their turn, enjoy in the Dominions of Great Britain and the States of the United Provinces.

16. If from the copies of the Treaty, in which an agreement was made concerning Bombay, between the Crowns of Portugal and Britain, it should appear, that either party has transgressed, or not fulfilled the terms of that Convention, every thing shall be regulated according to the spirit of the said Treaty.

17. Portuguese ships shall not be obliged to pay any thing for casting anchor in the Port of Mallacca, unless the other nations of Europe are obliged to do the same.

18. Piratical ships of whatever nation shall not only not be permitted or received into the Ports which their Portuguese and Britannic Majesties, and the States General of the United Provinces, possess in the East Indies, but shall be deemed the common enemies of the Portuguese, the English, and the Dutch,

19. In time of Peace, there shall be admitted into the greater ports of the Kingdom of Portugal, six ships of war of each of the nations of Great Britain and the United Provinces, besides other six ships, which were permitted by virtue of former Treaties ; so that in the whole twelve ships may be admitted, and all in the same manner as the former six were permitted. And into the lesser ports, there shall be admitted such a number of ships as they can conveniently receive.

Lisbon, May 16, 1703.

Signed PAUL METHUEN, (L.S.)
 SCHONENBERG, (L.S.)

Treaty between
Great Britain
and Portugal.
Signed at Lisbon,
27th December
1703. (1)

Whereas the league and strict friendship which is between the Most Serene and Most Potent Princess Anne, Queen of Great Britain, and the Most Serene and Most Potent Peter, King of Portugal, requires that the Commerce of both the British and the Portugal nations should be promoted as much as possible ; and Her Sacred Royal Majesty of Great Britain hath signified to His Sacred Royal Majesty of Portugal, by the Most Excellent John Methuen, Esq. Member of the English Parliament, and Ambassador Extraordinary in Portugal, that it would be very acceptable to Her, if the woollen cloths, and the rest of the woollen manufactures of Britain, might be admitted into Portugal, the prohibition of them being taken off ; that this matter may be treated and transacted, they have given their full Powers and commands ; that is to say, Her Sacred Majesty of Great Britain, to the abovesaid Most Excellent John Methuen, and His Sacred Majesty of Portugal, to the Most Excellent Don Emanuel Telles Silvius, Marquis of Alegrete, Conde de Villa Majore, in the Society of the Knights of Christ, Commendador of St. John d'Alegrete, and of de Soure, and also in the College of Commendador of St. John d'Moura, and of St. Mary de Albuveira, one of the three Directors of the Treasury, and of the first Gentlemen of the Bed-chamber, and Counsellor of State to His Sacred Royal Portuguese Majesty ; who, by virtue of the full Powers to them respectively

(1) Renewed by Article 26 of the Treaty of 1810.

granted, having maturely and diligently considered the matter, have agreed upon the following Articles :

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1. His Sacred Royal Majesty of Portugal promises, both in His own name and that of His successors, to admit, for ever hereafter, into Portugal, the woollen cloths and the rest of the woollen manufactures of the Britons, as was accustomed till they were prohibited by the laws: nevertheless, upon this condition ;

2. That is to say, that Her Sacred Royal Majesty of Great Britain shall, in Her own name and that of Her successors, be obliged for ever hereafter to admit the wines of the growth of Portugal into Britain ; so that at no time, whether there shall be peace or war between the Kingdoms of Britain and France, any thing more shall be demanded for these wines, by the name of custom or duty, or by whatsoever other title, directly or indirectly, whether they shall be imported into Great Britain in pipes or hogsheads, or other casks, than what shall be demanded from the like quantity or measure of French wine, deducting or abating a third part of the custom or duty : but if at any time this deduction or abatement of customs, which is to be made as aforesaid, shall in any manner be attempted and prejudiced, it shall be just and lawful for His Sacred Royal Majesty of Portugal again to prohibit the woollen cloths, and the rest of the British woollen manufactures.

3. The most excellent Lords the Plenipotentiaries promise, and take upon themselves, that their above-named masters shall ratify this Treaty, and that within the space of two months the ratifications shall be exchanged.

For the faith and testimony of all which things, I, the Plenipotentiary of Her Sacred Royal Majesty of Great Britain, have confirmed this Treaty, by the subscription of my hand, and by the seal of my coat of arms. And the most excellent Lord the Plenipotentiary of His Sacred Royal Majesty of Portugal, for avoiding the controversy about precedence between the two Crowns of Britain and Portugal, hath subscribed another instrument of the same tenor, changing only what ought to be changed for that reason.

Given at Lisbon, the 27th of December 1703.

Signed JOHN METHUEN, (L.S.) MARCHIS ALEGRETENSIS, (L.S.)

In the Name of the Most Holy and Undivided Trinity. His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Royal Highness the Prince Regent of Portugal, being equally animated with the desire not only of consolidating and strengthening the ancient friendship and good understanding which so happily subsist, and have during so many ages subsisted between the two Crowns, but also of improving and extending the beneficial effects thereof to the mutual advantage of Their respective subjects, have thought that the most efficacious means for obtaining these objects would be, to adopt a liberal system of Commerce, founded upon the basis of reciprocity and mutual convenience, which by discontinuing certain prohibitions and prohibitory Duties might procure the most solid advantages, on both sides, to the National Productions and Industry, and give due protection at the same time to the Public Revenue, and to the interests of fair and legal trade. For this end, His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Royal Highness the Prince Regent of Portugal, have named for their respective Commissioners and Plenipotentiaries, to wit, His Britannic Majesty the Most Illustrious and Most Excellent Lord Percy Clinton Sydney, Lord Viscount and Baron of Strangford, one of His Majesty's Most Honourable Privy Council, Knight of the Military Order of the Bath, Grand Cross of the Portuguese Order of the Tower and Sword, and His Majesty's Envoy Extraordinary and Minister Plenipotentiary at the Court of Portugal ; and His Royal Highness the Prince Regent of

Treaty of Commerce and Navigation between Great Britain and Portugal. Signed at Rio de Janeiro, the 19th February 1810.

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Portugal, the Most Illustrious and Most Excellent Lord Dom Rodrigo de Sousa Coutinho, Count of Linhares, Lord of Payalvo, Commander of the Order of Christ, Grand Cross of the Orders of Saint Bento and of the Tower and Sword, one of His Royal Highness' Council of State, and His Principal Secretary of State for the Departments of Foreign Affairs and War ; who, after having duly exchanged Their respective full Powers, and having found them in good and due form, have agreed upon the following Articles :

1. There shall be a sincere and perpetual friendship between His Britannic Majesty and His Royal Highness the Prince Regent of Portugal, and between Their heirs and successors ; and there shall be a constant and universal peace and harmony between themselves, Their heirs and successors, Kingdoms, Dominions, Provinces, Countries, Subjects, and Vassals, of whatsoever quality or condition they be, without exception of person, or place ; and the stipulations of this present Article shall, under the favour of Almighty God, be permanent and perpetual.

2. There shall be reciprocal liberty of Commerce and Navigation between and amongst the respective subjects of the two high Contracting Parties, in all and several the Territories and Dominions of either. They may trade, travel, sojourn, or establish themselves, in all and several the Ports, Cities, Towns, Countries, Provinces, or places whatsoever belonging to each and either of the two high Contracting Parties, except and save in those from which all foreigners whatsoever are generally and positively excluded, the names of which places may be hereafter specified in a separate Article of this Treaty. Provided, however, that it be thoroughly understood that any place belonging to either of the two high Contracting Parties, which may hereafter be opened to the Commerce of the subjects of any other country, shall thereby be considered as equally opened, and upon correspondent terms, to the subjects of the other high Contracting Party, in the same manner as if it had been expressly stipulated by the present Treaty. And His Britannic Majesty, and His Royal Highness the Prince Regent of Portugal, do hereby bind and engage themselves not to grant any favour, privilege, or immunity in matters of Commerce and Navigation, to the subjects of any other State, which shall not be also at the same time respectively extended to the subjects of the high Contracting Parties, gratuitously, if the concession in favour of that other State should have been gratuitous, and on giving *quam proxime* the same compensation or equivalent, in case the concession should have been conditional.

3. The subjects of the two Sovereigns respectively shall not pay in the Ports, Harbours, Roads, Cities, Towns, or Places whatsoever, belonging to either of them, any greater duties, taxes, or imposts (under whatsoever names they may be designated or included) than those that are paid by the subjects of the most favoured nation, and the subjects of each of the high Contracting Parties shall enjoy within the Dominions of the other, the same rights, privileges, liberties, favours, immunities, or exemptions, in matters of Commerce and Navigation that are granted or may hereafter be granted to the subjects of the most favoured nation.

4. His Britannic Majesty, and His Royal Highness the Prince Regent of Portugal, do stipulate and agree, that there shall be a perfect reciprocity on the subject of the duties and imposts to be paid by the ships and vessels of the high Contracting Parties, within the several ports, harbours, roads, and anchoring places belonging to each of them ; to wit, that the ships and vessels of the subjects of His Britannic Majesty shall not pay any higher duties or imposts (under whatsoever name they be designated or implied) within the Dominions of His Royal Highness the Prince Regent of Portugal,

than the ships and vessels belonging to the subjects of His Royal Highness the Prince Regent of Portugal shall be bound to pay within the Dominions of His Britannic Majesty, and vice versa. And this agreement and stipulation shall particularly and expressly extend to the payment of the duties known by the name of port charges, tonnage, and anchorage Duties, which shall not in any case, or under any pretext, be greater for British ships and vessels within the Dominions of His Royal Highness the Prince Regent of Portugal, than for Portuguese ships and vessels within the Dominions of His Britannic Majesty, and vice versa.

5. The two high Contracting Parties do also agree, that the same rates of bounties and drawbacks shall be established in their respective ports upon the exportation of goods and merchandizes, whether those goods or merchandizes be exported in British or in Portuguese ships and vessels, that is, that British ships and vessels shall enjoy the same favour in this respect within the Dominions of His Royal Highness the Prince Regent of Portugal, that may be shewn to Portuguese ships and vessels within the Dominions of His Britannic Majesty, and vice versa. The two high Contracting Parties do also covenant and agree, that goods and merchandizes coming respectively from the ports of either of them shall pay the same duties, whether imported in British or in Portuguese ships or vessels; or otherwise, that an increase of duties may be imposed and exacted upon goods and merchandizes coming into the ports of the Dominions of His Royal Highness the Prince Regent of Portugal from those of His Britannic Majesty in British ships, equivalent, and in exact proportion to any increase of duties that may hereafter be imposed upon goods and merchandizes coming into the ports of His Britannic Majesty from those of His Royal Highness the Prince Regent of Portugal, imported in Portuguese ships. And in order that this matter may be settled with due exactness, and that nothing may be left undetermined concerning it, it is agreed, that Tables shall be drawn by each government, respectively, specifying the difference of duties to be paid on goods and merchandizes so imported in British or Portuguese ships and vessels; and the said Tables (which shall be made applicable to all the ports within the respective Dominions of each of the Contracting Parties) shall be declared and adjudged to form part of this present Treaty.

In order to avoid any differences or misunderstanding with respect to the regulations which may respectively constitute a British or Portuguese vessel, the high Contracting Parties agree in declaring, that all vessels built in the Dominions of His Britannic Majesty, and owned, navigated, and registered according to the laws of Great Britain, shall be considered as British vessels: and that all ships or vessels built in the countries belonging to His Royal Highness the Prince Regent of Portugal, or in any of them, or ships taken by any of the ships or vessels of war belonging to the Portuguese government, or any of the inhabitants of the Dominions of His Royal Highness the Prince Regent of Portugal, having commissions or letters of marque and reprisal from the Government of Portugal, and condemned as lawful prize in any Court of Admiralty of the said Portuguese Government, and owned by the subjects of His Royal Highness the Prince Regent of Portugal, or any of them, and whereof the master and three-fourths of the mariners, at least, are subjects of His Royal Highness the Prince Regent of Portugal, shall be considered as Portuguese vessels.

6. The mutual Commerce and Navigation of the subjects of Great Britain and Portugal, respectively, in the Ports and Seas of Asia, are expressly permitted to the same degree as they have heretofore been allowed by the Two Crowns; and the Commerce and Navigation thus permitted shall hereafter, and for ever, be placed on the footing of the Commerce and Navigation of the most favoured nation trading in the Ports and Seas of Asia; that

is, that neither of the high Contracting Parties shall grant any favour or privilege in matters of Commerce and Navigation, to the subjects of any other State trading within the Ports and Seas of Asia, which shall not be also granted *quam proxime* on the same terms to the subjects of the other Contracting Party. His Britannic Majesty engages in His own name, and in that of His heirs and successors, not to make any regulation which may be prejudicial or inconvenient to the Commerce and Navigation of the subjects of His Royal Highness the Prince Regent of Portugal within the Ports and Seas of Asia, to the extent which is or may hereafter be permitted to the most favoured nation. And His Royal Highness the Prince Regent of Portugal does also engage in His own name, and in that of His heirs and successors, not to make any regulations which may be prejudicial or inconvenient to the Commerce and Navigation of the subjects of His Britannic Majesty within the Ports, Seas, and Dominions opened to them by virtue of the present Treaty.

7. The two high Contracting Parties have resolved, with respect to the privileges to be enjoyed by the subjects of each of them within the Territories or Dominions of the other, that the most perfect reciprocity shall be observed on both sides. And the subjects of each of the high Contracting Parties shall have a free and unquestionable right to travel, and to reside within the Territories or Dominions of the other, to occupy houses and warehouses, and to dispose of personal property of every sort and denomination, by sale, donation, exchange, or testament, or in any other manner whatsoever, without any the smallest impediment or hindrance thereto. They shall not be compelled to pay any taxes or imposts under any pretext whatsoever, greater than those that are paid or may be paid by the native subjects of the Sovereign in whose Dominions they may be resident. They shall be exempted from all compulsory military service whatsoever, whether by sea or land. Their dwelling-houses, warehouses, and all the parts and appurtenances thereof, whether for the purposes of commerce or of residence, shall be respected. They shall not be liable to any vexatious visits and searches, nor shall any arbitrary examination or inspection of their books, papers, or accompts be made under colour of the supreme authority of the State. It is, however, to be understood that in the cases of treason, contraband trade, and other crimes, for the detection of which provision is made by the law of the land, that law shall be enforced, it being mutually declared that false and malicious accusations are not to be admitted as pretexts or excuses for vexatious visits and searches, or for examinations of commercial books, papers or accompts; which visits or examinations are never to take place, except under the sanction of the competent magistrate, and in the presence of the Consul of the Nation to which the accused party may belong, or of his deputy or representative.

8. His Royal Highness the Prince Regent of Portugal engages in His own name, and in that of His heirs and successors, that the Commerce of British subjects within His Dominions shall not be restrained, interrupted, or otherwise affected by the operation of any monopoly, contract, or exclusive privileges of sale or purchase whatsoever, but that the subjects of Great Britain shall have free and unrestricted permission to buy and sell from and to whomsoever, and in whatever form or manner they may please, whether by wholesale, or by retail, without being obliged to give any preference or favour in consequence of the said monopolies, contracts, or exclusive privileges of sale or purchase. And His Britannic Majesty does on His part engage to observe faithfully this principle thus recognized and laid down by the two high Contracting Parties.

But it is to be distinctly understood, that the present Article is not to be interpreted as invalidating or affecting the exclusive right possessed by the Crown of Portugal within its own Dominions to the farm for the sale of

ivory, brazil-wood, urzela, diamonds, gold dust, gunpowder, and tobacco in the form of snuff: provided however, that should the above-mentioned articles, generally or separately, ever become articles of free Commerce within the Dominions of His Royal Highness the Prince Regent of Portugal, the subjects of His Britannic Majesty shall be permitted to traffic in them as freely and on the same footing as those of the most favoured nation.

9. His Britannic Majesty and His Royal Highness the Prince Regent of Portugal have agreed and resolved, that each of the high Contracting Parties shall have the right to nominate and appoint Consuls General, Consuls, and Vice Consuls in all the Ports of the Dominions of the other Contracting Party, wherein they are or may be necessary for the advancement of commerce, and for the commercial interests of the trading subjects of either Crown. But it is expressly stipulated, that Consuls, of whatsoever class they may be, shall not be acknowledged nor received, nor permitted to act as such, unless duly qualified by their own Sovereign, and approved of by the other Sovereign in whose Dominions they are to be employed. Consuls of all classes within the Dominions of each of the high Contracting Parties are respectively to be placed upon a footing of perfect reciprocity and equality; and being appointed solely for the purpose of facilitating and assisting in affairs of Commerce and Navigation, they are only to possess the privileges which belong to their station, and which are recognized and admitted by all governments as necessary for the due fulfilment of their office and employment. They are in all cases, whether civil or criminal, to be entirely amenable to the laws of the country in which they may reside, and they are also to enjoy the full and entire protection of those laws so long as they conduct themselves in obedience thereto.

10. His Royal Highness the Prince Regent of Portugal, desiring to protect and facilitate the Commerce of the subjects of Great Britain within His Dominions, as well as their relations of intercourse with His own subjects, is pleased to grant to them the privilege of nominating and having special magistrates to act for them as Judges Conservator, in those ports and cities of his Dominions in which tribunals and courts of justice are or may hereafter be established. These Judges shall try and decide all Causes brought before them by British subjects, in the same manner as formerly, and their authority and determinations shall be respected; and the laws, decrees, and customs of Portugal respecting the jurisdiction of the Judge Conservator are declared to be recognized and renewed by the present Treaty. They shall be chosen by the plurality of British subjects residing in or trading at the port or place where the jurisdiction of the Judge Conservator is to be established; and the choice so made shall be transmitted to His Britannic Majesty's Ambassador, or Minister, resident at the Court of Portugal, to be by him laid before His Royal Highness the Prince Regent of Portugal, in order to obtain His Royal Highness's consent and confirmation; in case of not obtaining which, the parties interested are to proceed to a new election, until the Royal Approbation of the Prince Regent be obtained. The removal of the Judge Conservator, in cases of neglect of duty or delinquency, is also to be effected by an application to His Royal Highness the Prince Regent of Portugal through the channel of the British Ambassador, or Minister, resident at His Royal Highness's Court. In return for this concession in favour of British subjects, His Britannic Majesty engages to cause the most strict and scrupulous observance and obedience to be paid to those laws, by which the persons and property of Portuguese subjects residing within His Dominions are secured and protected, and of which they (in common with all other foreigners) enjoy the benefit, through the acknowledged equity of British jurisprudence, and the singular excellence of the British Constitution. And it is further stipulated, that in case any favour or privilege should

be granted by His Britannic Majesty to the subjects of any other State, which may seem to be analogous to, or to resemble the privilege of having Judge Conservators, granted by this Article to British subjects residing in the Portuguese Dominions, the same favour or privilege shall be considered as also granted to the subjects of Portugal residing within the British Dominions, in the same manner as if it were expressly stipulated by the present Treaty.

11. His Britannic Majesty and His Royal Highness the Prince Regent of Portugal, agree severally to grant the same favours, honours, immunities, privileges, and exemptions from duties and imposts, to Their respective Ambassadors, Ministers, or accredited Agents at the Courts of each of them; and whatever favour either of the two Sovereigns shall grant in this particular at His own Court, the other Sovereign engages to grant the same at His Court.

12. His Royal Highness the Prince Regent of Portugal declares and engages, in His own name and in that of His Heirs and Successors, that the subjects of His Britannic Majesty residing within His Territories and Dominions, shall not be disturbed, troubled, persecuted, or annoyed on account of their religion; but that they shall have perfect liberty of conscience therein, and leave to attend and celebrate Divine Service to the honour of Almighty God, either within their own private houses, or in their own particular churches and chapels, which His Royal Highness does now and for ever graciously grant to them the permission of building and maintaining within His Dominions: provided however, that the said churches and chapels shall be built in such a manner as externally to resemble private dwelling houses; and also, that the use of bells be not permitted therein, for the purpose of publicly announcing the time of Divine Service: and it is further stipulated, that neither the subjects of Great Britain, nor any other foreigners of a different communion from the religion established in the Dominions of Portugal, shall be persecuted or disquieted for conscience-sake, either in their persons or property, so long as they conduct themselves with order, decency, and morality, and in a manner conformable to the usages of the country, and to its constitution in Church and State; but if it should be proved that they preach or declaim publicly against the Catholic religion, or that they endeavour to make proselytes or converts, the parties so offending may, upon manifestation of their delinquency, be sent out of the country in which the offence shall have been committed; and those who behave in public with disrespect or impropriety towards the forms and ceremonies of the established Catholic religion, shall be amenable to the civil police, and may be punished by fine, or by confinement within their own dwelling houses. And if the offence be so flagrant and so enormous as to disturb the public tranquility, or endanger the safety of the institutions of Church and State (as established by law), the parties so offending may, on due proof of the fact, be sent out of the Dominions of Portugal. Liberty shall also be granted to bury the subjects of His Britannic Majesty who may die in the Territories of His Royal Highness the Prince Regent of Portugal, in convenient places to be appointed for that purpose; nor shall the funerals or sepulchres of the dead be disturbed in anywise, nor upon any account. In the same manner the subjects of Portugal shall enjoy within all the Dominions of His Britannic Majesty a perfect and unrestrained liberty of conscience in all matters of religion, agreeably to the system of toleration established therein. They may freely perform the exercises of their religion publicly or privately within their own dwelling houses, or in the chapels and places of worship appointed for that purpose, without any the smallest hindrance, annoyance, or difficulty whatsoever, either now or hereafter.

13. It is agreed and covenanted, by the high Contracting Parties, that packets shall be established for the purpose of furthering the public service of the two Courts, and of facilitating the commercial intercourse of Their respective subjects. A Convention shall be concluded forthwith on the basis of that which was signed at Rio de Janeiro, on the 14th day of September 1808, in order to settle the terms upon which the said packets are to be established, which Convention shall be ratified at the same time with the present Treaty.

14. It is agreed and covenanted, that persons guilty of high treason, forgery, or other offences of a heinous nature, within the Dominions of either of the high Contracting Parties, shall not be harboured nor receive protection in the Dominions of the other. And that neither of the high Contracting Parties shall knowingly and wilfully receive into and entertain in Their service, persons, subjects of the other Power, deserting from the military service thereof, whether by sea or land; but that on the contrary they shall each respectively discharge any such person from Their service, upon being required: but it is agreed and declared, that neither of the high Contracting Parties shall grant to any other State any favour on the subject of persons deserting from the service of that State, which shall not be considered as granted also to the other high Contracting Party, in the same manner as if the said favour had been expressly stipulated by the present Treaty. And it is further agreed, that in cases of apprentices or sailors deserting from vessels belonging to the subjects of either of the high Contracting Parties while within the ports of the other Party, the Magistrates shall be bound to give effectual assistance for their apprehension, on due application to that effect being made by the Consul General, or Consul, or by his deputy or representative; and that no public body, civil or religious, shall have the power of protecting such deserters.

15. All goods, merchandizes, and articles whatsoever of the produce, manufacture, industry, or invention of the Dominions and subjects of His Britannic Majesty, shall be admitted into all and singular the Ports and Dominions of His Royal Highness the Prince Regent of Portugal, as well in Europe as in America, Africa, and Asia, whether consigned to British or Portuguese subjects, on paying generally and solely duties to the amount of fifteen per cent. according to the value which shall be set upon them by a tariff or table of valuations, called in the Portuguese language *pauta*, the principal basis of which shall be the sworn invoice cost of the aforesaid goods, merchandizes, and articles, taking also into consideration (as far as may be just or practicable) the current prices thereof in the country into which they are imported. This tariff or valuation shall be determined and settled by an equal number of British and Portuguese merchants of known integrity and honour, with the assistance, on the part of the British merchants, of His Britannic Majesty's Consul General, or Consul, and on the part of the Portuguese merchants with the assistance of the Superintendent, or Administrator General of the customs, or of their respective deputies. And the aforesaid tariff or table of valuations shall be made and promulgated in each of the ports belonging to His Royal Highness the Prince Regent of Portugal, in which there are or may be custom-houses. It shall be concluded, and begin to have effect as soon as possible after the exchange of the ratifications of the present Treaty, and certainly within the space of three months reckoned from the date of that exchange. And it shall be revised and altered if necessary, from time to time, either in the whole, or in part, whenever the subjects of His Britannic Majesty, resident within the Dominions of His Royal Highness the Prince Regent of Portugal, shall make a requisition to that effect through the medium of His Britannic

Majesty's Consul General, or Consul, or whenever the trading and commercial subjects of Portugal shall make the same requisition on their own part.

16. But during the interval between the exchange of the ratifications of the present Treaty, and the promulgation of the above-mentioned tariff, should any goods or merchandizes the produce or manufacture of the Dominions of His Britannic Majesty arrive in the ports of His Royal Highness the Prince Regent of Portugal, it is stipulated, that they shall be admitted for consumption on paying the above-mentioned duties of fifteen per cent. according to the value set on them by the tariff now actually established, should they be goods or merchandizes which are comprized or valued in that tariff, and if they should not be comprized or valued in that tariff (as also if any British goods or merchandizes should hereafter arrive in the ports of the Portuguese Dominions without having been specifically valued and rated in the new tariff or *pauta*, which is to be made in consequence of the stipulations of the preceding Article of the present Treaty), they shall be equally admitted on paying the same duties of fifteen per cent. *ad valorem*, according to the invoices of the said goods and merchandizes, which shall be duly presented and sworn to by the parties importing the same. And in case that any suspicion of fraud or unfair practices should arise, the invoices shall be examined, and the real value of the goods or merchandizes ascertained by a reference to an equal number of British and Portuguese merchants of known integrity and honour; and in case of a difference of opinion amongst them, followed by an equality of votes upon the subject, they shall then nominate another merchant, likewise of known integrity and honour, to whom the matter shall be ultimately referred, and whose decision thereon shall be final, and without appeal. And in case the invoice should appear to have been fair and correct, the goods and merchandizes specified in it shall be admitted, on paying the duties above-mentioned, of fifteen per cent. and the expences, if any, of the examination of the invoice, shall be defrayed by the party who called its fairness and correctness into question. But if the invoice shall be found to be fraudulent and unfair, then the goods and merchandizes shall be bought up by the officers of the customs on the account of the Portuguese Government, according to the value specified in the invoice, with an addition of ten per cent. to the sum so paid for them by the officers of the customs, the Portuguese Government engaging for the payment of the goods so valued and purchased by the officers of the customs within the space of fifteen days, and the expences, if any, of the examination of the fraudulent invoice shall be paid by the party who presented it as just and fair.

17. It is agreed and covenanted, that articles of military and naval stores brought into the ports of His Royal Highness the Prince Regent of Portugal, which the Portuguese Government may be desirous of taking for its own use, shall be paid for without delay at the prices appointed by the proprietors, who shall not be compelled to sell such articles on any other terms.

And it is further stipulated, that if the Portuguese Government shall take into its own care and custody any cargo, or part of a cargo, with a view to purchase, or otherwise, the said Portuguese Government shall be responsible for any damage or injury that such cargo, or part of a cargo, may receive while in the care and custody of the officers of the said Portuguese Government.

18. His Royal Highness the Prince Regent of Portugal is pleased to grant to the subjects of Great Britain the privilege of being *Assignantes* for the duties to be paid in the Custom-houses of His Royal Highness's Domi-

nions, on the same terms, and on giving the same security as are required from the subjects of Portugal.

And it is on the other hand stipulated and agreed, that the subjects of the Crown of Portugal shall receive, as far as it may be just or legal, the same favour in the Custom-houses of Great Britain as is shewn to the natural subjects of His Britannic Majesty.

19. His Britannic Majesty does on His part and in His own name, and in that of His heirs and successors, promise and engage, that all goods, merchandizes and articles whatsoever, of the produce, manufacture, industry, or invention of the Dominions or subjects of His Royal Highness the Prince Regent of Portugal, shall be received and admitted into all and singular the Ports and Dominions of His Britannic Majesty, on paying generally and only the same duties that are paid upon similar articles by the subjects of the most favoured nation.

And it is expressly declared, that if any reduction of duties should take place exclusively in favour of British goods and merchandizes imported into the Dominions of His Royal Highness the Prince Regent of Portugal, an equivalent reduction shall take place on Portuguese goods and merchandizes imported into His Britannic Majesty's Dominions, and vice versâ; the articles upon which such equivalent reduction is to take place being settled by previous concert and agreement between the two high Contracting Parties.

It is understood, that any such reduction so granted by either Party to the other, shall not be granted afterwards (except upon the same terms and for the same compensation) in favour of any other State or Nation whatsoever. And this declaration is to be considered as reciprocal on the part of the two high Contracting Parties.

20. But as there are some articles of the growth and produce of Brazil, which are excluded from the markets and home consumption of the British Dominions, such as sugar, coffee, and other articles similar to the produce of the British Colonies; His Britannic Majesty, willing to favour and protect (as much as possible) the Commerce of the subjects of His Royal Highness the Prince Regent of Portugal, consents and permits that the said articles, as well as all others the growth and produce of Brazil, and all other parts of the Portuguese Dominions, may be received and warehoused in all the Ports of His Dominions, which shall be by law appointed to be warehousing ports for those articles, for the purpose of re-exportation, under due regulation, exempted from the greater duties with which they would be charged were they destined for consumption within the British Dominions, and liable only to the reduced duties and expences on warehousing and re-exportation.

21. In like manner, notwithstanding the general privilege of admission thus granted in the fifteenth Article of the present Treaty by His Royal Highness the Prince Regent of Portugal, in favour of all goods and merchandizes, the produce and manufacture of the British Dominions; His Royal Highness reserves to Himself the right of imposing heavy, and even prohibitory duties on all articles known by the name of British East Indian goods and West Indian produce, such as sugar and coffee, which cannot be admitted for consumption in the Portuguese Dominions, by reason of the same principle of colonial policy which prevents the free admission into the British Dominions of corresponding articles of Brazilian produce.

But His Royal Highness the Prince Regent of Portugal consents that all the Ports of His Dominions, where there are or may be Custom-houses, shall be free ports for the reception and admission of all articles whatsoever, the produce or manufacture of the British Dominions, not destined for the consumption of the place at which they may be received or admitted, but for re-exportation, either for other Ports of the Dominions of Portugal, or for

those of other States. And the Articles thus received and admitted (subject to due regulations) shall be exempted from the duties with which they would be charged, if destined for the consumption of the place at which they may be landed or warehoused, and liable only to the same expences that may be paid by articles of Brazilian produce received and warehoused for re-exportation in the Ports of His Britannic Majesty's Dominions.

22. His Royal Highness the Prince Regent of Portugal, in order to facilitate and encourage the legitimate commerce, not only of the subjects of Great Britain, but also of those of Portugal, with other States adjacent to His own Dominions, and with a view also to augment and secure that part of His own revenue which is derived from the collection of warehousing duties upon merchandize, is pleased to declare the Port of St. Catherine to be a free Port, according to the terms mentioned in the preceding Article of the present Treaty.

23. His Royal Highness the Prince Regent of Portugal being desirous to place the system of commerce announced by the present Treaty, upon the most extensive basis, is pleased to take the opportunity afforded by it, of publishing the determination pre-conceived in His Royal Highness's mind of rendering Goa a free port, and of permitting the free toleration of all religious sects whatever in that City and in its Dependencies.

24. All trade with the Portuguese Possessions situated upon the Eastern coast of the Continent of Africa (in articles not included in the exclusive contracts possessed by the Crown of Portugal) which may have been formerly allowed to the subjects of Great Britain, is confirmed and secured to them now, and for ever, in the same manner as the trade which has hitherto been permitted to Portuguese subjects in the Ports and Seas of Asia, is confirmed and secured to them by virtue of the sixth Article of the present Treaty.

25. But in order to give due effect to that system of perfect reciprocity which the two high Contracting Parties are willing to establish as the basis of their mutual relations, His Britannic Majesty consents to wave the right of creating factories or incorporated bodies of British merchants, under any name or description whatsoever, within the Dominions of His Royal Highness the Prince Regent of Portugal; provided however that this concession in favour of the wishes of His Royal Highness the Prince Regent of Portugal, shall not deprive the subjects of His Britannic Majesty, residing within the Dominions of Portugal, of the full enjoyment as individuals engaged in commerce, of any of those rights and privileges which they did or might possess as members of incorporated commercial bodies; and also that the commerce and trade carried on by British subjects shall not be restricted, annoyed, or otherwise affected by any commercial company whatever, possessing exclusive privileges and favours within the Dominions of Portugal. And His Royal Highness the Prince Regent of Portugal does also engage, that He will not consent nor permit that any other Nation or State shall possess factories or incorporated bodies of merchants within His Dominions, so long as British factories shall not be established therein.

26. The two high Contracting Parties agree, that they will forthwith proceed to the revision of all other former Treaties subsisting between the two Crowns, for the purpose of ascertaining what stipulations contained in them are, in the present state of affairs, proper to be continued or renewed.

It is agreed and declared, that the stipulations contained in former Treaties concerning the admission of the wines of Portugal on the one hand, and the woollen cloths of Great Britain on the other, shall at present remain unal-

tered. In the same manner it is agreed, that the favours, privileges, and immunities granted by either Contracting Party to the subjects of the other, whether by Treaty, Decree, or Alvara, shall remain unaltered, except the power granted by former Treaties, of carrying in the ships of either Country goods and merchandizes of any description whatever, the property of the enemies of the other Country, which power is now mutually and publicly renounced and abrogated.

27. The reciprocal liberty of Commerce and Navigation, declared and announced by the present Treaty, shall be considered to extend to all goods and merchandizes whatsoever, except those articles the property of the enemies of either Power, or contraband of war.

28. Under the name of contraband or prohibited articles shall be comprehended not only arms, cannon, harquebusses, mortars, petards, bombs, grenades, saucisses, carcasses, carriages for cannon, musket rests, bandoliers, gunpowder, match, saltpetre, ball, pikes, swords, head pieces, helmets, cuirasses, halberts, javelins, holsters, belts, horses, and their harness, but generally all other articles that may have been specified as contraband in any former Treaties concluded by Great Britain or by Portugal with other Powers. But goods which have not been wrought into the form of warlike instruments, or which cannot become such, shall not be reputed contraband, much less such as have been already wrought and made up for other purposes, all which shall be deemed not contraband, and may be freely carried by the subjects of both Sovereigns even to places belonging to an enemy, excepting only such places as are besieged, blockaded, or invested by sea or land.

29. In case any ships or vessels of war, or merchantmen, should be shipwrecked on the coasts of either of the high Contracting Parties, all such parts of the said ships or vessels, or of the furniture or appurtenances thereof, as also of goods and merchandizes as shall be saved, or the produce thereof, shall be faithfully restored upon the same being claimed by the proprietors or their factors duly authorized, paying only the expences incurred in the preservation thereof, according to the rate of salvage settled on both sides (saving at the same time the rights and customs of each nation, the abolition or modification of which shall however be treated upon in the cases where they shall be contrary to the stipulations of the present Article); and the high Contracting Parties will mutually interpose their authority, that such of their subjects as shall take advantage of any such misfortune, may be severely punished.

30. And, for the greater security and liberty of Commerce and Navigation, it is further agreed, that both His Britannic Majesty and His Royal Highness the Prince Regent of Portugal, shall not only refuse to receive any pirates or sea-rovers whatsoever into any of Their havens, ports, cities, or towns; or permit any of their subjects, citizens, or inhabitants, on either part, to receive or protect them in their ports, to harbour them in their houses, or to assist them in any manner whatsoever; but further, that they shall cause all such pirates and sea-rovers, and all persons who shall receive, conceal, or assist them, to be brought to condign punishment for a terror and example to others. And all their ships, with the goods or merchandizes taken by them, and brought into the ports belonging to either of the high Contracting Parties, shall be seized, as far as they can be discovered, and shall be restored to the owners, or the factors duly authorized or deputed by them in writing, proper evidence being first given to prove the property, even in case such effects should have passed into other hands by sale, if it be ascertained that the buyers knew or might have known that they had been piratically taken.

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31. For the future security of commerce and friendship between the subjects of His Britannic Majesty, and His Royal Highness the Prince Regent of Portugal, and to the end that their mutual good understanding may be preserved from all interruption and disturbance, it is concluded and agreed, that if at any time there should arise any disagreement, breach of friendship, or rupture between the Crowns of the high Contracting Parties, which God forbid, (which rupture shall not be deemed to exist until the recalling or sending home of the respective Ambassadors and Ministers) the subjects of each of the two Parties, residing in the Dominions of the other, shall have the privilege of remaining, and continuing their trade therein, without any manner of interruption, so long as they behave peaceably, and commit no offence against the laws and ordinances; and in case their conduct should render them suspected, and the respective Governments should be obliged to order them to remove, the term of twelve months shall be allowed them for that purpose, in order that they may retire with their effects and property, whether entrusted to individuals, or to the State.

At the same time it is to be understood that this favour is not to be extended to those who shall act in any manner contrary to the established laws.

32. It is agreed and stipulated by the high Contracting Parties, that the present Treaty shall be unlimited in point of duration, that the obligations and conditions expressed or implied in it shall be perpetual and immutable; and they shall not be changed or affected in any manner in case His Royal Highness the Prince Regent of Portugal, His Heirs or Successors, should again establish the seat of the Portuguese Monarchy within the European Dominions of that Crown.

33. But the two high Contracting Parties do reserve to themselves the right of jointly examining and revising the several Articles of this Treaty at the expiration of fifteen years, counted in the first instance from the date of the exchange of the ratifications thereof, and of then proposing, discussing, and making such amendments or additions, as the real interests of their respective subjects may seem to require. It being understood that any stipulation which at the period of revision of the Treaty shall be objected to by either of the high Contracting Parties, shall be considered as suspended in its operation until the discussion concerning that stipulation shall be terminated, due notice being previously given to the other Contracting Party of the intended suspension of such stipulation, for the purpose of avoiding mutual inconvenience.

34. The several stipulations and conditions of the present Treaty shall begin to have effect from the date of His Britannic Majesty's ratification thereof; and the mutual exchange of ratifications shall take place in the City of London, within the space of four months, or sooner if possible, to be computed from the day of the signature of the present Treaty.

In witness whereof, we, the undersigned Plenipotentiaries of His Britannic Majesty and of His Royal Highness the Prince Regent of Portugal, in virtue of our respective full powers, have signed the present Treaty with our hands, and have caused the seals of our arms to be set thereto.

Done in the City of Rio de Janeiro, on the 19th day of February, in the year of our Lord 1810.

Signed

STRANGFORD, (L.S.)

CONDE DE LINHARES, (L.S.)

The undersigned, His Majesty's Principal Secretary of State for Foreign Affairs, at the moment of exchanging with the Chevalier de Souza Coutinho, Envoy Extraordinary and Minister Plenipotentiary from His Royal Highness the Prince Regent of Portugal, the ratifications of the Treaty of Commerce signed at Rio de Janeiro on the 19th of February 1810, by Lord Viscount Strangford, on the part of His Majesty, and by the Conde de Linhares, on the part of His Royal Highness the Prince Regent, has been commanded by His Majesty, in order to avoid any misunderstanding which might possibly arise in the execution of that part of the fifth Article of the said Treaty, wherein it is defined what ships shall be considered as entitled to the privileges of British ships, to declare to the Chevalier de Souza Coutinho, that, in addition to the qualifications therein expressed, such other ships will likewise be entitled to be considered as British ships, which shall have been captured from the enemy by His Majesty's ships of war, or by subjects of His Majesty furnished with letters of marque by the Lords Commissioners of the Admiralty, and regularly condemned in one of His Majesty's Prize Courts as a lawful prize, in the same manner as ships captured from the enemy by the ships of Portugal, and condemned under similar circumstances, are, by the subsequent paragraph of the aforementioned Article of the said Treaty, to be considered as Portuguese ships.

The undersigned requests the Chevalier de Souza Coutinho to accept the assurances of his high consideration.

Foreign Office, 17th June 1810.

Signed WELLBESLEY.

The Chevalier de Souza Coutinho,
&c. &c. &c.

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PORTUGAL.
Declaration.

We, the undersigned Commissioners appointed by His Britannic Majesty's Secretary of State for Foreign Affairs, and by the Ambassador of the Prince Regent of Portugal resident at this Court, for the settlement of some matters under the late Treaty of Commerce, which require to be adjusted with as much precision as the nature of the circumstances will admit, have mutually agreed on the several points hereafter mentioned, and have authenticated such agreement by our respective signatures.

1st.—The Identification of British Ships.

It is agreed, that the official certificate of registry, signed by the proper officer of the British Customs, shall be deemed sufficient to identify a British-built ship; and that on the production of such certificate she shall be admitted as such in any of the Ports within the Dominions of His Royal Highness the Prince Regent of Portugal.

2d.—The Verification of British Merchandize in the Portuguese Dominions.

It is agreed, that on the importation of any goods or merchandize from the United Kingdom, into any of the Ports in the Dominions of His Royal Highness the Prince Regent of Portugal, all such goods shall be accompanied by the original cockets, signed and sealed by the proper officers of the British Customs at the Port of shipping, and that the cockets belonging to each ship, shall be numbered progressively, the total number stated on the first and last cocket, by the proper officers of the Customs, at the final clearance of each vessel at the British Port; and it is further agreed, that prior to the final clearance by the searchers at the shipping port, the cockets for each ship must be collected and fastened together, to which shall be annexed a paper, with the number of the cockets, sealed with the official seal, and signed by the searchers; the cockets, so collected, shall be produced, together with the manifest sworn to by the Captain, to the Portuguese Consul, who shall certify the same on the manifest; the cockets, thus

Agreement between the British and Portuguese Commissioners, on four Points, connected with the execution of the Treaty of 1810. Signed at London, 18th December 1812.

secured together, and the manifest, so authenticated, to be returned to the searcher, in order to the final clearance of the ship.

3d.—An Arrangement of Scavage, Package, and Trinity Dues.

It is agreed to place the Portuguese Merchant on the same footing with the British, both with regard to the duties of scavage and package payable to the Corporation of London, and the duties payable on shipping to the Corporation of the Trinity House in London. To effect this, and at the same time to preserve the chartered rights of the Corporation of London, and of the Trinity House, it will be necessary that those duties should, in the first instance, be paid as at present, and in all cases where it shall appear that the Portuguese Merchant shall have paid more than the British, the difference to be returned without expense, in such manner as the British Government shall direct.

4th.—The mode of levying Duties of Fifteen per Cent. on British Goods in Portuguese Ports.

It is agreed, that the most equitable mode of adjusting this matter, so as to secure to the Portuguese revenue the full payment of the duty of fifteen per cent. and to afford to the merchant the certainty of not being compelled to pay more in any case, appears to be thus :

That the importer shall, on making the entry at the Portuguese Custom-house, sign a Declaration of the value of his goods, to such amount as he shall deem proper ; and in case the Portuguese examining officers should be of opinion that such valuation is insufficient, they shall be at liberty to take the goods, on paying the importer the amount, according to his declaration, with the addition of ten per cent. and also returning the duty paid.

The amount to be paid on the goods being delivered to the Portuguese officer, which must be within fifteen days from the first detention of the goods.

London, 18th December 1812.

Signed R. FREWIN.
WM. BURN.

A. T. SM. PAYO.
A. I. DA COSTA.

Convention between Great Britain and Portugal. Signed at Vienna the 21st of January 1815.

His Britannic Majesty and His Royal Highness the Prince Regent of Portugal, being equally desirous to terminate amicably all the doubts which have arisen relative to the parts of the coast of Africa with which the subjects of the Crown of Portugal, under the Laws of that Kingdom and the Treaty subsisting with His Britannic Majesty, may lawfully carry on a trade in Slaves ; and whereas several ships, the property of the said subjects of Portugal, have been detained and condemned, upon the alleged ground of being engaged in an illicit traffic in slaves ; and whereas His Britannic Majesty, in order to give to His intimate and faithful Ally the Prince Regent of Portugal, the most unequivocal proof of His friendship and of the regard He pays to His Royal Highness's reclamations, and in consideration of regulations to be made by the Prince Regent of Portugal for avoiding hereafter such doubts, is desirous to adopt the most speedy and effectual measures, and without the delays incident to the ordinary forms of law, to provide a liberal indemnity for the parties whose property may have been so detained under the doubts as aforesaid : in furtherance of the said object, the high Contracting Parties have appointed as their Plenipotentiaries, viz. His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Robert Stewart, Viscount Castlereagh, K. G. His Majesty's Principal Secretary of State for Foreign Affairs, and His Plenipotentiary at the Congress of Vienna, &c. &c. &c. and His Royal Highness the Prince Regent of Portugal, the Most Illustrious and Most Excellent Don Pedro de Sousa Holstein, Count of Palmella, a Member of His Royal Highness's Council, &c. &c. &c. the Most Illustrious and Most Excellent Anthony de Sal-

danha da Gama, a Member of His Royal Highness's Council, and of His Council of Finance, &c. &c. &c. and Don Joachim Lobo da Silveira, a Member of His Council, &c. &c. &c. His Plenipotentiaries at the Congress of Vienna; who, having mutually exchanged their full Powers, found in good and due form, have agreed upon the following Articles:

1. That the sum of £300,000 be paid in London, to such person as the Prince Regent of Portugal may appoint to receive the same; which sum shall constitute a fund to be employed, under such regulations, and in such manner as the said Prince Regent of Portugal may direct, in discharge of claims for Portuguese ships detained by British cruizers previous to the first day of June 1814, upon the alleged ground of carrying on an illicit traffic in slaves.

2. That the said sum shall be considered to be in full discharge of all claims arising out of captures made previous to the first day of June 1814, His Britannic Majesty renouncing any interference whatever in the disposal of this money.

3. The present Convention shall be ratified, and the ratifications shall be exchanged in the space of five months, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at Vienna this 21st day of January 1815.

Signed CASTLEREAGH, (L.S.)

CONDE DE PALMELLA, (L.S.)

ANTONIO DE SALDANHA DA GAMA, (L.S.)

D. JOAQUIM LOBO DA SILVEIRA, (L.S.)

In the Name of the Most Holy and Undivided Trinity. His Royal Highness the Prince Regent of Portugal having, by the 10th Article of the Treaty of Alliance, concluded at Rio de Janeiro, on the 19th February 1810, declared His determination to co-operate with His Britannic Majesty in the cause of humanity and justice, by adopting the most efficacious means for bringing about a gradual Abolition of the Slave Trade; and His Royal Highness, in pursuance of His said Declaration, and desiring to effectuate, in concert with His Britannic Majesty and the other Powers of Europe, who have been induced to assist in this benevolent object, an immediate Abolition of the said Traffic upon the parts of the coast of Africa which are situated to the northward of the Line: His Britannic Majesty and His Royal Highness the Prince Regent of Portugal, equally animated by a sincere desire to accelerate the moment when the blessings of peaceful industry and an innocent commerce may be encouraged throughout this extensive portion of the Continent of Africa, by its being delivered from the evils of the Slave Trade, have agreed to enter into a Treaty for the said purpose, and have accordingly named as their Plenipotentiaries; viz. His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Robert Stewart Viscount Castlereagh, K. G. His said Majesty's Principal Secretary of State for Foreign Affairs, and His Plenipotentiary at the Congress of Vienna, &c. &c. &c.; and His Royal Highness the Prince Regent of Portugal, the Most Illustrious and Most Excellent Dom Pedro de Sousa Holstein, Count of Palmella, a Member of His Royal Highness's Council, &c. &c. &c.; the Most Illustrious and Most Excellent Anthony de Saldanha da Gama, a Member of His Royal Highness's Council and of His Council of Finance, &c. &c. &c.; and the Most Illustrious and Most Excellent Dom Joachim Lobo da Silveira, a Member of His Royal Highness's Council, &c. &c. &c. His Royal Highness's Plenipotentiaries at the Congress of Vienna; who, having mutually exchanged their full Powers, found in good and due form, have agreed upon the following Articles:

Treaty between
Great Britain
and Portugal.
Signed at Vi-
enna, the 22d
January 1815.

1. That from and after the ratification of the present Treaty, and the publication thereof, it shall not be lawful for any of the subjects of the Crown of Portugal to purchase Slaves, or to carry on the Slave Trade, on any part of the coast of Africa to the northward of the Equator, upon any pretext, or in any manner whatsoever: Provided, nevertheless, that the said provision shall not extend to any ship or ships having cleared out from the ports of Brasil, previous to the publication of such ratification; and provided the voyage, in which such ship or ships are engaged, shall not be protracted beyond six months after such publication as aforesaid.

2. His Royal Highness the Prince Regent of Portugal hereby agrees, and binds Himself to adopt, in concert with His Britannic Majesty, such measures as may best conduce to the effectual execution of the preceding engagement, according to its true intent and meaning; and His Britannic Majesty engages, in concert with His Royal Highness, to give such orders as may effectually prevent any interruption being given to Portuguese ships resorting to the actual Dominions of the Crown of Portugal, or to the Territories which are claimed in the said Treaty of Alliance, as belonging to the said Crown of Portugal, to the southward of the Line, for the purposes of trading in Slaves, as aforesaid, during such further period as the same may be permitted to be carried on by the laws of Portugal, and under the Treaties subsisting between the Two Crowns.

3. The Treaty of Alliance concluded at Rio de Janeiro, on the 19th February 1810, being founded on circumstances of a temporary nature, which have happily ceased to exist, the said Treaty is hereby declared to be void in all its parts, and of no effect; without prejudice, however, to the ancient Treaties of Alliance, Friendship and Guarantee, which have so long and so happily subsisted between the Two Crowns, and which are hereby renewed by the high Contracting Parties, and acknowledged to be of full force and effect.

4. The high Contracting Parties reserve to themselves, and engage to determine by a separate Treaty, the period at which the Trade in Slaves shall universally cease, and be prohibited throughout the entire Dominions of Portugal; the Prince Regent of Portugal hereby renewing His former declaration and engagement, that, during the interval which is to elapse before such general and final abolition shall take effect, it shall not be lawful for the subjects of Portugal to purchase or trade in Slaves, upon any parts of the Coast of Africa, except to the southward of the Line, as specified in the second Article of this Treaty; nor to engage in the same, or to permit their flag to be used, except for the purpose of supplying the transatlantic possessions belonging to the Crown of Portugal.

5. His Britannic Majesty hereby agrees to remit, from the date at which the ratification mentioned in the 1st Article shall be promulgated, such further payments as may then remain due and payable upon the loan of £600,000, made in London for the service of Portugal, in the year 1809, in consequence of a Convention signed on the 21st of April of the same year; which Convention, under the conditions specified as aforesaid, is hereby declared to be void and of no effect.

6. The present Treaty shall be ratified, and the Ratifications shall be exchanged at Rio de Janeiro in the space of five months, or sooner, if possible. In witness whereof, the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at Vienna, this 22d of January 1815.

Signed CASTLEREAGH, (L.S.) CONDE DE PALMELLA, (L.S.)
ANTONIO DE SALDANHA DA GAMA, (L.S.)
D. JOAQUIM LOBO DA SILVEIRA, (L.S.)

It is agreed, that in the event of any of the Portuguese Settlers being desirous of retiring from the Settlements of the Crown of Portugal, on the coast of Africa to the northward of the Equator, with the Negroes, *bond fide* their domestics, to some other of the possessions of the Crown of Portugal, the same shall not be deemed unlawful, provided it does not take place on board a Slave-trading vessel, and provided they be furnished with proper passports and certificates, according to a form to be agreed on between the two Governments.

The present Additional Article shall have the same force and effect as if it were inserted word for word in the Treaty signed this day, and shall be ratified, and the ratifications exchanged at the same time.

In witness whereof, the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at Vienna, this 22d of January 1815.

Signed CASTLEREAGH, (L. S.)

CONDE DE PALMELLA, (L. S.)

ANTONIO DE SALDANHA DA GAMA, (L. S.)

D. JOAQUIM LOBO DA SILVEIRA, (L. S.)

His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the King of the United Kingdom of Portugal, Brazil, and Algarves, adhering to the principles which They have manifested in the Declaration of the Congress of Vienna, bearing date the 8th of February 1815, and being desirous to fulfil faithfully, and to their utmost extent, the engagements which They mutually contracted by the Treaty of the 22d January 1815, and till the period shall arrive when, according to the tenor of the fourth Article of the said Treaty, His Most Faithful Majesty has reserved to Himself, in concert with His Britannic Majesty, to fix the time when the trade in slaves shall cease entirely and be prohibited in His Dominions, and His Majesty the King of the United Kingdom of Portugal, Brazil, and Algarves, having bound Himself, by the second Article of the said Treaty, to adopt the measures necessary to prevent His subjects from all illicit traffic in slaves; and His Majesty the King of the United Kingdom of Great Britain and Ireland, having, on His part, engaged, in conjunction with His Most Faithful Majesty, to employ effectual means to prevent Portuguese vessels trading in slaves, in conformity with the laws of Portugal and the existing Treaties, from suffering any loss or hindrance from British cruizers; Their said Majesties have accordingly resolved to proceed to the arrangement of a Convention for the attainment of these objects, and have therefore named as Plenipotentiaries, *ad hoc*. viz:

His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Robert Stewart, Viscount Castlereagh, K. G. His Principal Secretary of State for Foreign Affairs, &c. &c. &c.; and His Majesty the King of the United Kingdom of Portugal, Brazil, and Algarves, the Most Illustrious and Most Excellent Lord Don Pedro de Souza Holstein, Count of Palmella, Councillor of His said Majesty, Envoy Extraordinary and Minister Plenipotentiary to His Britannic Majesty, &c. &c. &c.; who, after having exchanged their respective full Powers, found to be in good and due form, have agreed upon the following Articles:

1. The object of this Convention is, on the part of the two Governments, mutually to prevent their respective subjects from carrying on an illicit Slave Trade.

The two high Contracting Powers declare, that they consider as illicit, any traffic in slaves carried on under the following circumstances:

1st. Either by British ships, and under the British flag, or for the account of British subjects, by any vessel or under any flag whatsoever.

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Additional
Article.

Additional Convention to the Treaty of the 22d January 1815, between His Britannic Majesty and His Most Faithful Majesty, for the purpose of preventing their Subjects from engaging in any illicit Traffic in Slaves. Signed at London, the 28th July 1817.

2d. By Portuguese vessels in any of the harbours or roads of the coast of Africa, which are prohibited by the first Article of the Treaty of the 22d January 1815.

3d. Under the Portuguese or British flag for the account of the subjects of any other Government.

4th. By Portuguese vessels bound for any Port not in the Dominions of His Most Faithful Majesty.

2. The Territories in which the traffic in Slaves continues to be permitted, under the Treaty of the 22d of January 1815, to the subjects of His Most Faithful Majesty, are the following :

1st. The Territories possessed by the Crown of Portugal upon the coast of Africa to the south of the Equator, that is to say, upon the eastern coast of Africa, the Territory laying between Cape Delgado and the Bay of Lourenço Marques ; and upon the western coast, all that which is situated from the 8th to the 18th degree of south latitude.

2d. Those Territories on the coast of Africa to the south of the Equator, over which His Most Faithful Majesty has declared that He has retained His rights, namely,

The Territories of Molembo and Cabinda upon the eastern (1) coast of Africa, from the 5th degree 12' to the 8th degree south latitude.

3. His Most Faithful Majesty engages, within the space of two months after the exchange of the ratifications of this present Convention, to promulgate in His capital, and in the other parts of His Dominions, as soon as possible, a Law, which shall prescribe the punishment of any of His subjects, who may in future participate in an illicit traffic of Slaves, and at the same time to renew the prohibition which already exists, to import Slaves into the Brazils, under any flag, other than that of Portugal ; and His Most Faithful Majesty engages to assimilate, as much as possible, the Legislation of Portugal in this respect, to that of Great Britain.

4. Every Portuguese vessel which shall be destined for the Slave Trade, on any point of the African coast, where this traffic still continues to be lawful, must be provided with a Royal passport, conformable to the model annexed to this present Convention, and which model forms an integral part of the same. The passport must be written in the Portuguese language, with an authentic translation in English annexed thereto, and it must be signed, for those vessels sailing from the port of Rio Janeiro, by the Minister of Marine : and for all other vessels which may be intended for the said traffic, and which may sail from any other ports of the Brazils, or from any other of the Dominions of His Most Faithful Majesty not in Europe, the passports must be signed by the Governor in Chief of the Captaincy to which the port belongs ; and as to those vessels which may proceed from the ports of Portugal, to carry on the traffic in slaves, their passports must be signed by the Secretary of the Government for the Marine Department.

5. The two high Contracting Powers, for the more complete attainment of their object, namely, the prevention of all illicit traffic in Slaves, on the part of their respective subjects, mutually consent, that the ships of war of their Royal navies, which shall be provided with special instructions for this purpose, as herein-after provided, may visit such merchant vessels of the two nations, as may be suspected, upon reasonable grounds, of having slaves on board, acquired by an illicit traffic, and, (in the event only of their actually finding slaves on board,) may detain and bring away such vessels, in

(1) See Declaration at the end of this Treaty.

order that they may be brought to trial before the tribunals established for this purpose, as shall herein-after be specified.

Provided always, that the commanders of the ships of war of the two Royal navies, who shall be employed on this service, shall adhere strictly to the exact tenor of the instructions which they shall have received for this purpose.

As this Article is entirely reciprocal, the two high Contracting Parties engage mutually, to make good any losses which their respective subjects may incur unjustly, by the arbitrary and illegal detention of their vessels.

It being understood that this indemnity shall invariably be borne by the Government whose cruizer shall have been guilty of the arbitrary detention; provided always, that the visit and detention of slave ships, specified in this Article, shall only be effected by those British or Portuguese vessels, which may form part of the two Royal navies, and by those only of such vessels which are provided with the special Instructions annexed to the present Convention.

6. No British or Portuguese cruizer shall detain any slave ship, not having slaves actually on board; and in order to render lawful the detention of any ship, whether British or Portuguese, the slaves found on board such vessel must have been brought there for the express purpose of the traffic; and those on board Portuguese ships must have been taken from that part of the coast of Africa where the slave trade was prohibited by the Treaty of the 22d of January 1815,

7. All ships of war of the two nations, which shall hereafter be destined to prevent the illicit traffic in slaves, shall be furnished by their own Government with a copy of the Instructions annexed to the present Convention, and which shall be considered as an integral part thereof.

These Instructions shall be written in Portuguese and English, and signed for the vessels of each of the two Powers, by the ministers of their respective marine.

The two high Contracting Parties reserve the faculty of altering the said instructions, in whole or in part, according to circumstances; it being, however, well understood, that the said alterations cannot take place but by common agreement, and by the consent of the two high Contracting Parties.

8. In order to bring to adjudication, with the least delay and inconvenience, the vessels which may be detained for having been engaged in an illicit traffic of slaves, there shall be established, within the space of a year at furthest, from the exchange of the ratifications of the present Convention, two mixed Commissions, formed of an equal number of individuals of the two nations, named for this purpose by their respective Sovereigns.

These Commissions shall reside—one in a possession belonging to His Britannic Majesty—the other within the Territories of His Most Faithful Majesty; and the two Governments, at the period of the exchange of the ratifications of the present Convention, shall declare, each for its own Dominions, in what places the Commissions shall respectively reside. Each of the two high Contracting Parties reserving to itself the right of changing, at its pleasure, the place of residence of the Commission held within its own Dominions, provided, however, that one of the two Commissions shall always be held upon the coast of Africa, and the other in the Brazils.

These Commissions shall judge the causes submitted to them without appeal, and according to the Regulation and Instructions annexed to the present Convention, of which they shall be considered as an integral part.

9. His Britannic Majesty, in conformity with the stipulations of the Treaty of the 22d of January 1815, engages to grant in the manner here-

after explained, sufficient indemnification to all the proprietors of Portuguese vessels and cargoes captured by British cruizers, between the 1st of June 1814 and the period at which the two Commissions, pointed out in Article 8 of the present Convention, shall assemble at their respective posts.

The two high Contracting Parties agree that all claims of the nature herein-before-mentioned, shall be received and liquidated by a mixed Commission, to be held at London, and which shall consist of an equal number of the individuals of the two nations, named by their respective Sovereigns, and upon the same principles stipulated by the 8th Article of this Additional Convention, and by the other Acts which form an integral part of the same. The aforesaid Commission shall commence their functions, six months after the ratification of the present Convention, or sooner if possible.

The two high Contracting Parties have agreed that the proprietors of vessels captured by the British cruizers, cannot claim compensation for a larger number of slaves than that which, according to the existing laws of Portugal, they were permitted to transport, according to the rate of tonnage of the captured vessel.

The two high Contracting Parties are equally agreed, that every Portuguese vessel captured with slaves on board for the traffic, which shall be proved to have been embarked within the territories of the coast of Africa, situated to the north of Cape Palmas, and not belonging to the Crown of Portugal, — as well as all Portuguese vessels captured with slaves on board for the traffic, six months after the exchange of the ratifications of the Treaty of the 22d of January 1815, and on which it can be proved that the aforesaid slaves were embarked in the roadsteads of the coast of Africa, situated to the north of the Equator, shall not be entitled to claim any indemnification.

10. His Britannic Majesty engages to pay, within the space of a year at furthest, from the decision of each case, to the individuals having a just claim to the same, the sums which shall be granted to them by the Commissions named in the preceding Articles.

11. His Britannic Majesty formally engages to pay the £300,000 of indemnification, stipulated by the Convention of the 21st of January 1815, in favour of the proprietors of Portuguese vessels captured by British cruizers, up to the period of the 1st of June 1814, in the manner following, viz.

The first payment of £150,000 six months after the exchange of the ratifications of the present Convention, and the remaining £150,000, as well as the interest at five per cent. due upon the total sum, from the day of the exchange of the ratifications of the Convention of the 21st of January 1815, shall be paid nine months after the exchange of the ratifications of the present Convention. The interest due shall be payable up to the day of the last payment. All the aforesaid payments shall be made in London, to the Minister of His Most Faithful Majesty, at the Court of His Britannic Majesty, or to the persons whom His Most Faithful Majesty shall think proper to authorize for that purpose.

12. The Acts or Instruments annexed to this additional Convention, and which form an integral part thereof, are as follows :

No. 1. Form of passport for the Portuguese merchant ships, destined for the lawful traffic in slaves.

No. 2. Instructions for the ships of war of both nations destined to prevent the illicit traffic in slaves.

No. 3. Regulation for the mixed Commissions, which are to hold their sittings on the coast of Africa, at the Brazils, and in London.

13. The present Convention shall be ratified, and the ratifications thereof exchanged at Rio Janeiro within the space of four months at furthest, dating from the day of its signature.

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In witness whereof, the respective Plenipotentiaries have signed the same, and have thereunto affixed the seal of their arms.

Done at London, the 28th July 1817.

Signed CASTLEREAGH, (L.S.) CONDE DE PALMELLA, (L.S.)

(Place for the Royal Arms.)

I, Minister and Secretary of State for the Affairs of the Marine and Transatlantic Dominions, &c. &c.

(or Governor of this Province,)

(or Secretary of the Government of Portugal,)

make known to those that shall see the present Passport, that the vessel called of tons, and carrying men, and passengers, Master, and Owner, Portuguese, and subjects of the United Kingdom, is bound to the ports of and and coast of from whence she is to return to, the said Master and Owner having previously taken the required oath before the Royal Board of Commerce of this Capital, (or the Board of Inspection of this Province,) and having legally proved that no foreigner has any share in the above vessel and cargo, as appears by the certificate of that Royal Board, (or Board of Inspection,) which is annexed to this Passport. The said

Form of Passport for Portuguese Vessels destined for the lawful Traffic in Slaves.

Master, and Owner of the said vessel, being under an obligation to enter solely such ports on the coast of Africa where the Slave Trade is permitted to the subjects of the United Kingdom of Portugal, Brazil and Algarves; and to return from thence to any of the ports of this Kingdom, where alone they shall be permitted to land the Slaves whom they carry, after going through the proper forms, to shew that they have, in every respect, complied with the provisions of the *Alvará* of the 24th of November 1813, by which His Majesty was pleased to regulate the conveyance of Slaves from the coast of Africa to His Dominions of Brazil. And should they fail to execute any of these conditions, they shall be liable to the penalties denounced by the *Alvará* of (1) against those who shall carry on the Slave Trade in an illicit manner. And as in going or returning she may, either at sea or in port, meet officers of ships and vessels of the same kingdom, the King Our Lord orders them not to give her any obstruction; and His Majesty recommends to the Officers of the fleets, squadrons, and ships of the Kings, Princes, Republics and Potentates, the friends and allies of the Crown, not to prevent her from prosecuting her voyage, but, on the contrary, to afford her any aid and accommodation she may want for continuing the same; being persuaded that those recommended by their Princes, will, on our part, experience the same treatment. In testimony of which His Majesty has ordered her to be furnished by me with this passport, signed and sealed with the great Seal of the Royal Arms, which shall have validity only for and for one voyage alone.

Given in the Palace of the of in the year after the birth of our Lord Jesus Christ

(L.S.)

N.

By order of His Excellency,

the Officer who made out the Passport.

This Passport, (No.) authorizes any number of Slaves not exceeding being per ton (as permitted by the *Alvará* of (2))

(1) This *Alvará* to be promulgated in pursuance of the 3d Article of the Additional Convention of the 28th July 1817.

of November 1813, or any other Portuguese Law which may hereafter be promulgated in lieu thereof.

(2) That is to say, the *Alvará* of the 24th

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to be on board of this ship at one time, excepting always such Slaves employed as sailors or domestics, and children born on board during the voyage.

(Signed as above, by the proper Portuguese Authorities.)

Signed CASTLEREAGH, (L. S.) CONDE DE PALMELLA, (L. S.)

Instructions intended for the British and Portuguese Ships of War employed to prevent the illicit Traffic in Slaves.

1. Every British or Portuguese ship of war shall, in conformity with Article 5 of the Additional Convention of this date, have a right to visit the merchant ships of either of the two Powers actually engaged, or suspected to be engaged in the Slave Trade; and should any Slaves be found on board according to the tenor of the 6th Article of the aforesaid Additional Convention; and as to what regards the Portuguese vessels, should there be ground to suspect that the said slaves have been embarked on a part of the coast of Africa where the traffic in slaves can no longer be legally carried on, in consequence of the stipulations in force between the two High Powers: in these cases alone, the commander of the said ship of war may detain them; and having detained them, he is to bring them, as soon as possible, for judgment before that of the two mixed Commissions appointed by the 8th Article of the Additional Convention of this date, which shall be the nearest, or which the commander of the capturing ship shall, upon his own responsibility, think he can soonest reach from the spot where the slave-ship shall have been detained.

Ships on board of which no slaves shall be found intended for the purposes of traffic, shall not be detained on any account or pretence whatever.

Negro servants or sailors that may be found on board the said vessels, cannot, in any case, be deemed a sufficient cause for detention.

2. No merchantman or slave-ship can, on any account or pretence whatever, be visited or detained whilst in the port or roadsted belonging to either of the two high Contracting Powers, or within cannon shot of the batteries on shore. But in case suspicious vessels should be found so circumstanced, proper representations may be addressed to the authorities of the country, requesting them to take effectual measures for preventing such abuses.

3. The high Contracting Powers having in view the immense extent of the shores of Africa, to the north of the Equator, along which this commerce continues prohibited, and the facility thereby afforded for illicit traffic, on points where either the total absence, or at least the distance of lawful authorities bar ready access to those authorities, in order to prevent it, have agreed, for the more readily attaining the salutary end which they propose, to grant, and they do actually grant to each other the power, without prejudice to the rights of Sovereignty, to visit and detain, as if on the high seas, any vessel having slaves on board, even within cannon-shot of the shore of their respective territories on the continent of Africa to the north of the Equator, in case of there being no local authorities to whom recourse might be had, as has been stated in the preceding Article. In such case, vessels so visited may be brought before the mixed Commissions, in the form prescribed in the 1st Article of the preceding instructions.

4. No Portuguese merchantman or slave-ship shall, on any pretence whatever, be detained, which shall be found any where near the land, or on the high seas, *south of the Equator*, unless after a chase that shall have commenced north of the Equator.

5. Portuguese vessels furnished with a regular passport, having slaves on board, shipped at those parts of the coast of Africa where the trade is permitted to Portuguese subjects, and which shall afterwards be found north of the Equator, shall not be detained by the ships of war of the two nations, though furnished with the present instructions, provided the same can ac-

count for their course, either in conformity with the practice of the Portuguese navigation, by steering some degrees to the northward, in search of fair winds, or for other legitimate causes, such as the dangers of the sea duly proved; or lastly, in the case of their passports proving that they were bound for a Portuguese port not within the continent of Africa. Provided always, that, with regard to all slave-ships detained to the north of the Equator the proof of the legality of the voyage is to be furnished by the vessel so detained. On the other hand, with respect to slave-ships detained to the south of the Equator, in conformity with the stipulation of the preceding Article, the proof of the illegality of the voyage is to be exhibited by the captor.

It is in like manner stipulated, that the number of slaves found on board a slave-ship by the cruisers, even should the number not agree with that contained in their passport, shall not be a sufficient reason to justify the detention of the ship; but the captain and the proprietor shall be denounced in the Portuguese Tribunals in the Brazils, in order to their being punished according to the laws of the country.

6. Every Portuguese vessel, intended to be employed in the legal traffic in slaves, in conformity with the principles laid down in the Additional Convention of this date, shall be commanded by a native Portuguese; and two-thirds, at least, of the crew, shall likewise be Portuguese. Provided always, that its Portuguese or foreign construction shall in no wise affect its nationality, and that the negro sailors shall always be reckoned as Portuguese, provided they belong, as slaves, to subjects of the Crown of Portugal, or that they have been enfranchised in the Dominions of His most Faithful Majesty.

7. Whenever a ship of war shall meet a merchant vessel liable to be searched, it shall be done in the most mild manner, and with every attention which is due between allied and friendly nations; and in no case shall the search be made by an officer holding a rank inferior to that of Lieutenant in the Navy.

8. The ships of war which may detain the slave-ships, in pursuance of the principles laid down in the present instructions, shall leave on board all the cargo of negroes untouched, as well as the captain and a part at least of the crew of the above-mentioned slave-ship; the captain shall draw up in writing an authentic declaration, which shall exhibit the state in which he found the detained ship, and the changes which may have taken place in it: he shall deliver to the captain of the slave-ship a signed certificate of the papers seized on board the said vessel, as well as of the number of slaves found on board at the moment of detention.

The negroes shall not be disembarked till after the vessels which contain them shall be arrived at the place where the legality of the capture is to be tried by one of the two mixed Commissions, in order that, in the event of their not being adjudged legal prize, the loss of the proprietors may be more easily repaired. If, however, urgent motives, deduced from the length of the voyage, the state of health of the Negroes, or other causes, required that they should be disembarked entirely, or in part, before the vessels could arrive at the place of residence of one of the said Commissions, the Commander of the capturing ship may take on himself the responsibility of such disembarkation, provided that the necessity be stated in a certificate in proper form.

9. No conveyance of slaves from one port of the Brazils to another, or from the Continent or Islands of Africa, to the Possessions of Portugal out of America, shall take place as objects of commerce, except in ships provided with passports from the Portuguese Government, *ad hoc*.

Done at London, the 28th of July 1817.

Signed CASTLEREAGH, (L.S.)

CONDE DE PALMELLA, (L.S.)

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Regulation for
the mixed Com-
missions, which
are to reside on
the Coast of
Africa, in the
Brazils, and at
London.

1. The mixed Commissions to be established by the Additional Convention of this date, upon the coast of Africa and in the Brazils, are appointed to decide upon the legality of the detention of such slave vessels as the cruizers of both nations shall detain, in pursuance of this same Convention, for carrying on an illicit commerce in slaves.

The above-mentioned Commissions shall judge, without appeal, according to the letter and spirit of the Treaty of the 22d of January 1815, and of the Additional Convention to the said Treaty, signed at London on this 28th day of July 1817.

The Commissions shall give sentence as summarily as possible, and they are required to decide, (as far as they shall find it practicable), within the space of twenty days, to be dated from that on which every detained vessel shall have been brought into the port where they shall reside; 1st, upon the legality of the capture; 2d, in the case in which the captured vessel shall have been liberated, as to the indemnification which she is to receive.

And it is hereby provided, that in all cases the final sentence shall not be delayed on account of the absence of witnesses, or for want of other proofs, beyond the period of two months; except upon the application of any of the parties interested, when, upon their giving satisfactory security to charge themselves with the expence and risks of the delay, the Commissioners may, at their discretion, grant an additional delay not exceeding four months.

2. Each of the above-mentioned mixt Commissions, which are to reside on the coast of Africa, and in the Brazils, shall be composed in the following manner:

The two high Contracting Parties shall each of them name a Commissary Judge, and a Commissioner of Arbitration, who shall be authorized to hear and to decide, without appeal, all cases of capture of Slave vessels which, in pursuance of the stipulation of the Additional Convention of this date, may be laid before them. All the essential parts of the proceedings carried on before these mixt Commissions shall be written down in the language of the country in which the Commission may reside.

The Commissary Judges and the Commissioners of Arbitration shall make oath, in presence of the principal Magistrate of the place in which the Commission may reside, to judge fairly and faithfully, to have no preference either for the claimants or the captors, and to act, in all their decisions, in pursuance of the stipulations of the Treaty of the 22d January 1815, and of the Additional Convention to the said Treaty.

There shall be attached to each Commission a Secretary or Registrar, appointed by the Sovereign of the country in which the Commission may reside, who shall register all its acts, and who, previous to his taking charge of his post, shall make oath, in presence of at least one of the Commissary Judges, to conduct himself with respect for their authority, and to act with fidelity in all the affairs which may belong to his charge.

3. The form of the process shall be as follows:

The Commissary Judges of the two nations shall, in the first place, proceed to the examination of the papers of the vessel, and to receive the depositions on oath of the Captain and of two or three, at least, of the principal individuals on board of the detained vessel, as well as the declaration on oath of the captor, should it appear necessary, in order to be able to judge and to pronounce if the said vessel has been justly detained or not, according to the stipulations of the Additional Convention of this date, and in order that, according to this judgment, it may be condemned or liberated. And in the event of the two Commissary Judges not agreeing on the sentence they ought to pronounce, whether as to the legality of the detention or the indemnification to be allowed, or on any other question which might result from

the stipulations of the Convention of this date,—they shall draw by lot the name of one of the two Commissioners of Arbitration, who, after having considered the documents of the process, shall consult with the above-mentioned Commissary Judges on the case in question, and the final sentence shall be pronounced conformably to the opinion of the majority of the above-mentioned Commissary Judges and of the above-mentioned Commissioner of Arbitration.

4. As often as the cargo of Slaves found on board of a Portuguese slave ship, shall have been embarked on any point whatever of the coast of Africa, where the Slave Trade continues lawful to the subjects of the Crown of Portugal, such slave ship shall not be detained on pretext that the above-mentioned slaves have been brought originally *by land* from any other part whatever of the continent.

5. In the authenticated declaration which the captor shall make before the Commission, as well as in the certificate of the papers seized, which shall be delivered to the Captain of the captured vessel, at the time of the detention, the above-mentioned captor shall be bound to declare his name, the name of his vessel, as well as the latitude and longitude of the place where the detention shall have taken place, and the number of slaves found living on board of the slave ship at the time of the detention.

6. As soon as sentence shall have been passed, the detained vessel, if liberated, and what remains of the cargo, shall be restored to the proprietors, who may, before the same Commission, claim a valuation of the damages, which they may have a right to demand: the captor himself, and, in his default, his Government, shall remain responsible for the above mentioned damages. The two high Contracting Parties bind themselves to defray, within the term of a year from the date of the sentence, the indemnifications which may be granted by the above-named Commission, it being understood that these indemnifications shall be at the expense of the Power of which the captor shall be a subject.

7. In case of the condemnation of a vessel for an unlawful voyage, she shall be declared lawful prize, as well as her cargo, of whatever description it may be, with the exception of the slaves who may be on board as objects of commerce; and the said vessel, as well as her cargo, shall be sold by public sale, for the profit of the two Governments; and as to the Slaves, they shall receive from the mixt Commission, a certificate of emancipation, and shall be delivered over to the Government on whose territory the Commission which shall have so judged them shall be established, to be employed as servants or free labourers. Each of the two Governments binds itself to guarantee the liberty of such portion of these individuals as shall be respectively consigned to it.

8. Every claim for compensation of losses occasioned to ships suspected of carrying on an illicit trade in Slaves, not condemned as lawful prize by the mixt Commissions, shall be also heard and judged by the above-named Commissions, in the form provided by the third Article of the present regulation.

And in all cases wherein restitution shall be so decreed, the Commission shall award to the claimant or claimants, or his or their lawful attorney or attornies, for his or their use, a just and complete indemnification:

First, for all costs of suit, and for all losses and damages which the claimant or claimants may have actually sustained by such capture and detention; that is to say, in case of total loss, the claimant or claimants shall be indemnified;

1st. For the ship, her tackle, apparel, and stores ;

2dly. For all freight due and payable ;

3dly. For the value of the cargo of merchandize, if any ;

4thly. For the slaves on board at the time of detention, according to the computed value of such Slaves at the place of destination ; deducting therefrom the usual fair average mortality for the unexpired period of the regular voyage ; deducting also for all charges and expences payable upon the sale of such cargoes, including commission of sale when payable at such port ; and

5thly. For all other regular charges in such cases of total loss ; and in all other cases not of total loss, the claimant or claimants shall be indemnified,—

First, for all special damages and expences occasioned to the ship by the detention, and for loss of freight when due or payable ;

Secondly, a demurrage when due, according to the schedule annexed to the present Article ;

Thirdly, a daily allowance for the subsistence of slaves, of one shilling, or one hundred and eighty reis for each person, without distinction of sex or age, for so many days as it shall appear to the Commission that the voyage has been or may be delayed by reason of such detention ; as likewise,

Fourthly,—for any deterioration of cargo or slaves ;

Fifthly,—for any diminution in the value of the cargo of slaves, proceeding from an increased mortality beyond the average amount of the voyage, or from sickness occasioned by detention ; this value to be ascertained by their computed price at the place of destination, as in the above case of total loss ;

Sixthly, an allowance of five per cent. on the amount of capital employed in the purchase and maintenance of cargo, for the period of delay occasioned by the detention ; and

Seventhly,—for all premium of insurance on additional risks.

The claimant or claimants shall likewise be entitled to interest, at the rate of five per cent. per annum on the sum awarded, until paid by the government to which the capturing ship belongs : the whole amount of such indemnifications being calculated in the money of the country to which the captured ship belongs, and to be liquidated at exchange current at the time of award, excepting the sum for the subsistence of slaves, which shall be paid *at par*, as above stipulated.

The two high Contracting Parties wishing to avoid, as much as possible, every species of fraud in the execution of the Additional Convention of this date, have agreed, that if it should be proved, in a manner evident to the conviction of the Judges of the two nations, and without having recourse to the decision of a Commissioner of Arbitration, that the captor has been led into error by a voluntary and reprehensible fault, on the part of the captain of the detained ship ; in that case only, the detained ship shall not have the right of receiving, during the days of her detention, the demurrage stipulated by the present Article.

Schedule of demurrage or daily allowance for a Vessel of

100 tons to 120 inclusive,	£5	} per diem,
121 ditto—150 ditto,	6	
151 ditto—170 ditto,	8	
171 ditto—200 ditto,	10	
201 ditto—220 ditto,	11	
221 ditto—250 ditto,	12	
251 ditto—270 ditto,	14	
271 ditto—300 ditto,	15	
and so on in proportion.		

9. When the proprietor of a ship, suspected of carrying on an illicit trade in slaves, released in consequence of a sentence of one of the mixed Commissions (or in the case, as above mentioned, of total loss), shall claim indemnification for the loss of slaves which he may have suffered, he shall in no case be entitled to claim for more than the number of slaves which his vessel was, by the Portuguese laws, authorized to carry, which number shall always be declared in his passport.

10. The mixt Commission established in London by Article 9. of the Convention of this date, shall hear and determine all claims for Portuguese ships and cargoes, captured by British cruizers on account of the unlawful trading in slaves, since the 1st of June 1814, till the period when the Convention of this date is to be in complete execution; awarding to them, conformably to Article 9. of the Additional Convention of this date, a just and complete compensation, upon the basis laid down in the preceding Articles, either for total loss, or for losses and damages sustained by the owners and proprietors of the said ships and cargoes. The said Commission established in London shall be composed and proceed exactly upon the same basis determined in Articles 1, 2, and 3, of the present regulation for the Commissions established on the coast of Africa and the Brazils.

11. It shall not be permitted to any of the Commissary Judges nor to the Arbitrators, nor to the Secretary of any of the mixt Commissions, to demand or receive, from any one of the parties concerned in the sentences which they shall pronounce, any emolument, under any pretext whatsoever, for the performance of the duties which are imposed upon them by the present regulation.

12. When the parties interested shall imagine they have cause to complain of any evident injustice on the part of the mixt Commissions, they may represent it to their respective Governments, who reserve to themselves the right of mutual correspondence for removing, when they think fit, the individuals who may compose these Commissions.

13. In the case of a vessel detained unjustly, under pretence of the stipulations of the Additional Convention of this date, and in which the captor should neither be authorized by the tenor of the above-mentioned Convention, nor of the instructions annexed to it, the Government to which the detained vessel may belong shall be entitled to demand reparation; and in such case, the Government to which the captor may belong binds itself to cause the subject of complaint to be fully examined, and to inflict upon the captor, if he be found to have deserved it, a punishment proportioned to the transgression which may have been committed.

14. The two high Contracting Parties have agreed, that in the event of the death of one or more of the Commissioners, Judges, and Arbitrators composing the above-mentioned mixt Commissions, their posts shall be supplied, *ad interim*, in the following manner: on the part of the British Government, the vacancies shall be filled successively, in the Commission which shall sit within the possessions of His Britannic Majesty, by the Governor or Lieutenant Governor resident in that colony, by the principal Magistrate of the place, and by the Secretary; and in the Brazils, by the British Consul and Vice Consul resident in the city in which the mixt Commission may be established.

On the part of Portugal, the vacancies shall be supplied, in the Brazils, by such persons as the Captain General of the Province shall name for that purpose; and, considering the difficulty which the Portuguese Government would feel in naming fit persons to fill the posts which might become vacant

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in the Commission established in the British Possessions, it is agreed, that in case of the death of the Portuguese Commissioners, Judge, or Arbitrators in those possessions, the remaining individuals of the above-mentioned Commission, shall be equally authorized to proceed to the judgment of such slave ships as may be brought before them, and to the execution of their sentence. In this case alone, however, the parties interested shall have the right of appealing from the sentence, if they think fit, to the Commission resident in the Brazils; and the Government to which the captor shall belong shall be bound fully to defray the indemnification which shall be due to them, if the appeal be judged in favor of the claimants: it being well understood that the ship and cargo shall remain, during this appeal, in the place of residence of the first Commission before whom they may have been conducted.

The high Contracting Parties have agreed to supply, as soon as possible, every vacancy that may arise in the above-mentioned Commissions, from death or any other contingency. And in case that the vacancy of each of the Portuguese Commissioners residing in the British possessions, be not supplied at the end of six months, the vessels which are taken there to be judged, after the expiration of that time, shall no longer have the right of appeal herein-before stipulated.

Done at London, the 28th of July 1817.

Signed

CASTLEREAGH, (L.S.)

CONDE DE PALMELLA, (L.S.)

Separate Article.

As soon as the total Abolition of the Slave Trade, for the subjects of the Crown of Portugal, shall have taken place, the two high Contracting Parties hereby agree, by common consent, to adapt, to that state of circumstances, the stipulations of the Additional Convention concluded at London, the 28th of July last; but in default of such alterations, the Additional Convention of that date shall remain in force until the expiration of fifteen years from the day on which the general abolition of the Slave Trade shall so take place on the part of the Portuguese Government.

The present Separate Article shall have the same force and validity as if it were inserted, word for word, in the Additional Convention aforesaid. It shall be ratified, and the ratifications shall be exchanged as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the same, and have thereunto affixed the seals of their arms.

Done at London, this 11th September 1817.

Signed

CASTLEREAGH, (L.S.)

CONDE DE PALMELLA, (L.S.)

Declaration.

Whereas a Convention, having for its object the prevention of the illicit Traffic in Slaves, was concluded between His Britannic Majesty and His Most Faithful Majesty, and signed at London on the 28th of July 1817:—

And whereas by the second Article of that Convention the Traffic in Slaves was declared still to be permitted to Portuguese subjects, only within certain territories therein described:

And whereas the Territories of Molembo and Cabinda are described by that Article to be on the Eastern coast of Africa; and whereas this description is evidently a verbal mistake, the said Territories of Molembo and Cabinda, lying in fact upon the *Western* and not upon the *Eastern* Coast of Africa:—

It is hereby declared, by the undersigned, that the word *Eastern*, in that part of the second Article above alluded to, shall be held to be annulled, and the word *Western* to stand in its place; and the latter part of the Article in question shall accordingly be held to run thus:—

“The Territories of Molembo and Cabinda, upon the *Western* coast of Africa, from the fifth degree, twelve minutes, to the eighth degree south latitude.”

It was further agreed between the undersigned, that the present Declaration shall be considered as an integral part of the said Convention.

In witness and in faith of the above, the undersigned, His Britannic Majesty's Secretary of State for foreign Affairs, and His Most Faithful Majesty's Envoy Extraordinary and Minister Plenipotentiary at the Court of St. James's, have hereunto set their hands and seals, at London, this third day of April 1819.

Signed

CASTLEREAGH, (L.S.)

CONDE DE PALMELLA, (L.S.)

RUSSIA. (1)

Art. 1. THERE shall be between His Majesty the Emperor of all the Russias and His Majesty the King of the United Kingdom of Great Britain and Ireland, their heirs and successors, and between their Kingdoms and subjects respectively, a firm, true, and inviolable peace, and a sincere and perfect union and amity; so that, from this moment, all subjects of disagreement that may have subsisted between them shall cease.

Treaty of Peace
between His Bri-
tannic Majesty
and His Majesty
the Emperor of
all the Russias,
done at Orebro,
the 6th July
1812.

2. The relations of amity and commerce between the two countries shall be re-established, on each side, on the footing of the most favoured nations.

3. If in resentment of the present re-establishment of peace and good understanding between the two countries, any power whatsoever shall make war upon His Imperial Majesty or His Britannic Majesty, the two Contracting Sovereigns agree to act in support of each other for the maintenance and security of their respective Kingdoms.

4. The two high Contracting Parties reserve to themselves to establish a proper understanding and adjustment, as soon as possible, with respect to all matters which may concern their eventual interests, political as well as commercial.

5. The present treaty shall be ratified by the two Contracting Parties, and the ratifications shall be exchanged in six weeks, or sooner if possible.

And for the due performance of the same, we sign, in virtue of our full powers, and have signed, the present treaty of peace, and have thereto affixed our seals.

Done at Orebro, the 6th (18th) July 1812.

EDWARD THORNTON.

SUCHTELEN,

PAUL BARON DE NICOLAY.

Ratified the 1st August 1812.

ALEXANDER,

COUNT ROMANZOW.

(1) As to Treaties between Great Britain and Russia in particular, and decisions thereon, see ante, 1 vol. 619.

SWEDEN. (1)

Treaty between
Great Britain
and Sweden.
Signed at Upsal,
11th of April
(9th May)
1654. (2)

1. THAT from henceforth there be and remain a good, firm, sincere, and perpetual peace, amity, alliance, and correspondence between the Protector and Commonwealth of England, Scotland, and Ireland, and the Queen and Kingdom of Sweden, and all and singular their Dominions, Kingdoms, Countries, Provinces, Islands, Plantations, Lands, Cities, Towns, People, Citizens, and generally all their subjects and inhabitants, so that each part treat and use the other with all real friendship and affection.

2. The said Confederates, their people, subjects, and inhabitants, shall, as opportunity is offered, take care of, and promote the welfare of each other; and shall advertise each other, upon knowledge thereof, of all imminent dangers, plots, and conspiracies of enemies against the other; and, as much as in them lies, oppose and hinder the same. Neither shall the one Confederate, either by himself, or any else, treat of, act, or attempt any thing to the prejudice and disadvantage of the other, his lands or dominions, in whatsoever place, whether at sea or land; nor shall any way assist the rebels or enemies of the other, to the damage of the Confederate, nor receive, or entertain within His Dominions, any rebel or traitor, who shall attempt any thing against the other's State, much less afford them any counsel, help, or favour, or permit it to be done by any of His subjects, people, and inhabitants.

3. The said Protector and Commonwealth, and the said Queen and Kingdom, shall take diligent care, that, as much as in them lies, all impediments and obstacles be removed, which have hitherto interrupted the freedom of navigation and commerce, as well between both nations, as with other people and countries within the Dominions, lands, seas, and rivers of either, and shall sincerely endeavour to assert, maintain, defend, and promote the aforesaid liberty of navigation and commerce, against all the disturbers thereof, by such ways and means, as either in this present Treaty, or hereafter shall be agreed upon; neither shall they suffer, that either by themselves, their subjects and people, or through their default, any thing be done or committed contrary hereunto.

4. That either of the aforesaid Confederates, Their people and subjects, may, without any safe conduct, licence, general or special, freely and securely go and enter by land or sea, in and to the Kingdoms, Countries, Provinces, Lands, Islands, Cities, Villages, Towns, whether walled or unwalled, fortified or otherwise, havens, and whatsoever Dominions of the other, and there stay and from thence return or pass through; and in the same places, upon just prices to procure, and have provision of victuals, for their use and sustenance, and to be used with all friendly offices; and that either Confederate, Their people and subjects, may trade and have commerce in all places where commerce hath hitherto been exercised, in what goods and merchandizes they please, and may freely import and export the same, paying the customs which are due; and conforming themselves to the laws and ordinances of the said Commonwealth and Kingdom, whether the same respect trade or any other right; which presupposed, the people, subjects, and inhabitants of both Confederates, shall have and enjoy in each other's Kingdoms, Countries, Lands, and Dominions, as large and ample privileges, re-

(1) As to Treaties between Great Britain and Sweden in particular, and decisions thereon, see ante, 1 vol. 619.

(2) Renewed by Article 2. of the Treaty of Orebro, 1812.

laxations, liberties, and immunities, as any other foreigner at present doth or hereafter shall enjoy there.

5. No merchants, captains, and masters of ships, mariners, nor any persons, ships, goods, or merchandize, belonging to either Confederate, shall upon any public or private account, by virtue of any edict general or special, within any the lands, havens, sea-roads, coasts, or Dominions of the other, for any public service or expedition of war, or any other cause, much less for any private use, be seized, embarked, arrested, forced by violence or be any way molested or injured; provided only such arrests as are conformable to justice and equity be not hereby prohibited, so be it they are made according to the ordinary course of law, and not granted upon private affection or partiality, but are requisite for the administration of right and justice.

6. In case any of the ships of either Confederate, whether of war or merchants, belonging to the subjects and people of either, be by occasion of tempests, pursuit of pirates and enemies, or any other urgent necessity, constrained to put into each other's havens, roads, or shores, they shall be received there with all kindness and humanity, and enjoy all friendly protection, and be permitted to refresh themselves, and procure, at a reasonable price, all things needful for their sustenance, reparation, or use; neither shall they be hindered from going out of the said ports or roads, at their pleasure, without paying any customs or duties; provided they do nothing contrary to the laws, ordinances, and customs of the place which the said ships shall enter into or abide in.

7. In like manner, if any ship or ships, whether public or private, belonging to either Confederate, Their people and subjects, shall, within any the coasts or Dominions of the other, stick upon the sands, or be forced to lighten their burthen, or be wrecked or suffer any damage, all friendly help and relief shall be given them upon a competent reward. And whatever shall be remaining of the goods thrown overboard or after shipwreck, or any other damage sustained, shall be kept in safe custody, and restored to the owner, or whom the said owner shall appoint.

8. In case the people and subjects on either part, whether they be merchants, factors, or servants, masters of ships, mariners, or such others, who travel and inhabit within the Dominions of the other, or those who act on their behalf before any Court of Judicature for the recovery of their debts, or for other lawful occasions, shall stand in need of the magistrate's help, the same shall be readily, and according to the equity of their cause, in friendly manner granted them, and justice shall be administered to them without long and unnecessary delays. Neither shall they be in any way molested upon any pretence in the dispatch of their affairs, in their journeying, bargaining, and receiving the price of their commodities, but that all love and friendship be extended towards them. And it shall be free for them, on both sides, in their passage to and again, in each other's coasts, ships, havens, and public places, to wear about them arms for their proper defence, so be it they give no just suspicion to the Governor or Magistrate of the place, of any design against the public or private peace. But he especially who behaves and demeanes himself soberly and inoffensively, shall be protected from all injury, violence, and molestation.

9. The said Confederates, and all and singular their people and subjects, may buy and export out of all the Countries, Dominions, and Kingdoms of the other, all kind of armour and provision of war, and may safely and freely put in with their ships, and arrive at each other's ports, havens, and shores, and there stay, and thence depart, they carrying themselves peaceably and

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conformably to the laws and customs of the respective places, and not disturbing the freedom of commerce therein. In like manner, the ships of war shall have free access to the ports of either, there to stay, and come to anchor; but not in such numbers as shall occasion manifest suspicion, without the leave and consent of that Confederate first obtained, to whom the port belongs, unless compelled thereto by tempest, force, or danger of the sea, in which case they shall signify to the Governor or Chief Magistrate of the place, the cause of their arrival, and shall continue there no longer than the said Governor or Chief Magistrate shall permit. Observing always and every where the laws aforesaid, and such as shall hereafter be agreed upon.

10. The subjects and inhabitants of the Queen and Kingdom of Sweden; may safely and freely travel in England, Scotland, and Ireland, and the Dominions thereof, and pass through the same by sea or land, to any other nations, freely to traffic and have commerce with them in all sorts of merchandize, and to import and export the same. And the people of the said Commonwealth shall enjoy the same freedom in the Kingdoms, Dominions, and Territories of the Queen and Kingdom of Sweden. Provided the laws, ordinances, and particular rights of each nation concerning trade and commerce be observed on both sides.

11. Although in the preceding Articles of this present Treaty, it be forbid to either Confederate, to yield any aid or assistance to the enemies of the other: yet it is not to be so understood as if either Confederate having no war with the enemies of the other, might not sail to or traffic with the said enemies, notwithstanding that the other Confederate be in actual war with them; but it is only provided, that till a more particular agreement be made concerning this matter, no goods called goods of *Contrabanda*, a catalogue and specification of which shall be made within four months after the date hereof, shall be carried to the enemies of each other, without peril, in case they be taken, of being adjudged lawful prize without hope of restitution.

12. But lest such navigation and intercourse of the one Confederate, His people and subjects by land or sea, with other nations, during the war of the other Confederate, should redound to the prejudice of the said other Confederate; and lest goods of enemies should pass concealed under the name of friends; for the removal of all suspicion and prevention of fraud herein, it is agreed, that all ships, waggons, wares, and men, belonging to either Confederate, shall in their passage have letters of safe conduct, commonly called Passports, and certificates signed by the Governor or Chief Magistrate of the province or city from whence they come; of which letters and certificates such forms shall be observed as shall be mutually concluded upon, within the space of four months next after the date hereof: and wheresoever any the merchandize, goods, vessels, or men belonging to either, their people and subjects, shall be met with either in open sea or in any channel, haven, road, land, or any other place by the ships of war, public or private, or by any of the people, subjects and inhabitants of the other, or shall happen to be in one place with them, they producing their letters of safe conduct, and certificates aforesaid, shall have nothing farther exacted of them; no search made either of goods, vessels, or men, much less shall they receive any damage, injury, or molestation; but shall be suffered to pass on with freedom to pursue their occasions. And if any of the people and subjects of either shall do or commit any thing contrary to the proper sense of this present Article, either Confederate shall take care that severe punishment be inflicted on the offenders, and cause full and speedy satisfaction to be made to the parties wronged, for all costs and damages.

13. In case it shall hereafter happen, that during this amity and confederation any of the people or subjects of either, shall act or attempt any thing against the same or any part thereof, either by land, sea, or other waters, this amity, confederation, and alliance shall not be thereupon interrupted or broken off, but shall remain and continue still in force and virtue; only in such case, the particular persons, who have offended, shall be punished, and no others; and that justice shall be done and satisfaction made to all persons injured within twelve months after demand thereof: and in case the persons so offending as aforesaid shall not appear and submit themselves to justice, and make satisfaction within the said term, the said persons shall be declared enemies to both States, and their estates, goods, and effects whatsoever, shall be confiscated and employed to a due and full satisfaction for the wrong by them done; and their persons shall be liable to further punishment, when they shall come within the power of either State, as the quality of their offence shall deserve, and that speedy restitution and satisfaction be made for the loss and damage which either part hath sustained from the other, during the war betwixt England and the United Provinces.

14. This present Treaty and Confederation shall in nothing derogate from any pre-eminence, right, or dominion of either Confederate within any His own seas, channels, or waters; but that they have and retain the same, in as full and ample manner as they have hitherto had, or as of right belongs to them.

15. It being the primary intent of this league and amity, that each Confederate, their people and subjects, might enjoy such freedom of navigation and commerce, as is described in the foregoing Articles, within the Baltic, Sound, northern, western, and British seas, Mediterranean, and Channel, and other the seas in Europe; therefore all sincere endeavours shall be used on both sides by common advice, aid, and assistance, that the aforesaid mutual liberty of navigation and commerce be established, promoted, and as occasion is, defended, against all the disturbers thereof, who shall go about to interrupt, prohibit, hinder, or restrain and limit the same to their own will and pleasure, in prejudice of the said Confederates. And either part shall with all willingness or readiness, promote the good and prevent the hurt of each other; saving the Treaties which either nation hath made with other Kingdoms, commonwealths and nations. And neither Confederate shall hereafter make any league or agreement in prejudice of this present, with any other people or nation, without the privity and consent of the other; or if any such agreement be hereafter made, the same shall be reputed null and void, and give place to this present Treaty. But as for the manner of giving aid and assistance to each other for the defence of this league, and of the liberty of commerce and navigation, a more particular agreement, as need shall require, shall be made thereupon, accommodated to the circumstances of time and other affairs.

16. For what concerns other commodities, which ships of war may enjoy, and the laws by which they shall regulate themselves when they arrive in each other's ports and harbours; and for what concerns commerce to be exercised in America, as also the advantages of the herring, and other fisheries, the erecting staples for trade, and other things and conditions, which shall be found requisite for the better clearing of the foregoing Articles, resolution shall be had therein according to what shall be agreed upon in a distinct and peculiar Treaty or contract.

17. Whatever is agreed on in the foregoing Articles shall be in force and virtue from this present time, and be truly observed on both sides by all such as are within each other's allegiance. And for the further confirmation

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thereof, shall be subscribed, signed and ratified by the Protector of the Commonwealth of England, Scotland, and Ireland, and the Dominions thereto belonging, in the name of His Highness, and the said Commonwealth, and by Her Majesty of Sweden, under the hand-writing and seals of their said Highness and Majesty within four months next ensuing the date of these presents.

Done at Upsal the 11th of April, (9th May), 1654.

**Treaty between
Great Britain
and Sweden.
Done at West-
minster, the
17th of July
1656. (1)**

2. Whereas in the 11th Article of the Treaty lately made at Upsal in 1654, betwixt England and Sweden, it was agreed and specified what goods and merchandize should hereafter be declared contraband and prohibited; it is now by virtue of the said Article established, that only those hereafter mentioned shall be reckoned prohibited; and consequently, not to be disposed of to the enemies of either: viz. bombs with their fusees and other appurtenances, fire-balls, gun-powder, matches, cannon-ball, spears, swords, lances, pikes, halberts, guns, mortars, petards, granadoes, musket-rests, bandaliers, salt-petre, muskets, musket-balls, helmets, head-pieces, breast-plates, coats of mail, cuirasses, and the like kind of arms; soldiers, horses with all their furniture, pistols, holsters, belts, and all other warlike instruments; and also ships of war. Money shall also be reckoned among the goods with which the enemies are not to be supplied, and which it shall not be lawful to carry to the enemies of either, any more than the things above-mentioned, on the penalty of being made prize without hopes of redemption, if they are seized by either of the Confederates. Nor shall either of the Confederates permit that the enemies or rebels of the other be assisted by any of their subjects, or that their ships be sold, lent, or in any manner made use of by the enemies or rebels of the other, to His disadvantage or detriment.

3. But it shall be lawful for either of the Confederates, and His people or subjects, to trade with the enemies of the other, and to carry them any goods whatsoever, which are not excepted as above, without any impediment: provided they are not carried to those ports or places which are besieged by the other; in which case they shall have leave either to sell their goods to the besiegers, or to repair with them to any other port which is not besieged.

4. Whereas in the 11th Article of the Treaty concluded at Upsal the 11th of April 1654, between Sweden and England, it was agreed, that although it was precautioned and prohibited by the preceding Articles, that either of the Confederates should give aid and assistance to the enemies of the other, yet it ought not to be understood, that that Confederate who is not involved in war with the enemy of the other, shall not be allowed to carry on trade with the said enemy of that Confederate: but it was only provided thereby, till there should be a farther agreement concerning this matter, that no goods or merchandize which we commonly call contraband shall be carried to the enemy of the other, without danger of being made prize, and without hopes of redemption, if they are seized by the other Confederate. In like manner, whereas by the 12th Article of the said Treaty, for the evading of all suspicions, lest the navigation or commerce of one of the Confederates, whether by land or sea, should be carried on during war to the prejudice of the other Confederate, or lest the goods of enemies should be carried under the disguise of the goods of friends, it was stipulated and concluded, that all ships, carriages, wares, and men, belonging to the other of the Confederates, should be furnished in their journey and passage with safe-conducts, com-

(1) Renewed by Article 2. of the Treaty of Orebro, 1812.

monly called Passports, and certificates, signed by the Chief Governor or Magistrate of that province and city from whence they came; and that those forms of the Passports and certificates were to be observed on which the Confederates should mutually agree on both sides; and when the merchandize, goods, ships, men of either of the Confederates, and His subjects and inhabitants, shall meet or be met by the ships of war, public or private, or the subjects and inhabitants of the other Confederate, in the open sea, straits, harbours, havens, lands, and other places, wheresoever or howsoever they shall come together, after producing only their safe-conducts and certificates nothing farther should be demanded of them, no inquiry whatsoever should be made into the ships, goods, or men, much less should they be injured, damaged, or molested; but should be freely let go to prosecute their journey and purpose, as is above signified.

And whereas by the 14th Article it was stipulated, that the said Treaty and Confederacy should derogate nothing from any pre-eminence of right and Dominion whatsoever of either of the Confederates, in any of their seas, straits, and waters whatsoever, but that they should have and retain the same to themselves in as ample a manner as they had all along enjoyed them, and as by right to them belonged; now, therefore, that a fitting draught of such certificates and Passports may be formed and observed, which may be answerable to the meaning of the aforesaid Articles, it is agreed and concluded on both sides, that for avoiding all frauds and concealments whatsoever of the enemies' goods, and all occasions of quarrels as to any certificates and Passports, such forms as are underwritten *verbatim* shall be observed, and subscribed and signed by the Chief Magistrate of that province and city from whence they come; that the true names of the ships, carriages, merchandize, and masters of the ships be specified; as also the punctual days and times, without any fraud, together with other descriptions of that sort, which are expressed in the following form of a safe-conduct or certificate. Wherefore, if any person who shall declare upon the oath by which he is bound to his King, state, or city, that he has given in a true account, be convicted by sufficient proof of having concealed any fraud by his permission under his said Declaration, he shall be severely punished as a transgressor of the said oath.

Form of the Passport.

WE N. N. Governor or Chief Magistrate of the Province or City of N. (*the title or office of the respective Government of that place being added*) do make known and certify, that on the day of the month of N. N. N. citizens and inhabitants of N. and who are engaged and bound as subjects of His Most Serene Royal Majesty of Sweden, and to our City, (or of the Most Serene Lord Protector our Most Gracious Lord, and to our City,) personally appeared before us in the city or town of N. in the Dominion of His Most Serene Royal Majesty of Sweden, (or of the Most Serene Lord Protector of England, just as it shall happen,) and declared to us, that the ship or vessel called N. of about lasts or tons, belongs to the port, city, or town of N. in the Dominion of N. and that the said ship does rightfully belong to him or other subjects of His Most Serene Royal Majesty of Sweden, (or of the Most Serene Lord Protector;) that she is now bound directly from the Port N. to the port N. laden with the following merchandize, viz. (*here shall be specified the goods, with their quantity and quality; for example, about so many chests or bales, hogsheads, &c., according to the quantity and condition of the goods,*) and affirmed upon oath to the aforesaid N. that the said goods or merchandize belong only to the subjects of His most Serene Royal Majesty of Sweden, (or the Most Serene Lord Protector of England, or expressing to whatever other nation they belong); and that N. N. N. have declared upon their said oath, that the said

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goods above specified, and no others, are already put on board or are to be put on board the above-named ship for the said voyage, and that no part of those goods belongs to any one whatsoever, but the persons above-mentioned; and that no goods are disguised or concealed therein by any fictitious name whatsoever, but that the merchandize above-mentioned is truly and really put on board, for the use of the said owners and no others; and that the Captain of the said ship named N. N. is a citizen of the city of N. Therefore, whereas after strict examination by us, the above-mentioned (Governor or Chief Magistrate of the city aforesaid) it fully appears that the goods on board the said ship or vessel are free, and do truly and really belong to the subjects of His Most Serene Royal Majesty of Sweden, (or of the Most Serene Protector, or to the inhabitants of other nations above-mentioned;) we do most humbly and earnestly require it of all and singular the Powers by land and sea, Kings, Princes, Republics, and free cities; also of the Generals of armies, Admirals, Commanders, Officers and Governors of Ports, and all others to whom the custody of any harbour or sea is committed, which meet this ship in her voyage; or if she happen to fall in among or pass through their squadrons, or to stay in their harbours, that for the sake of the Treaties and friendship which subsist respectively between them, or whoever are his superiors, and the Most Serene King of Sweden, (or the Most Serene Lord Protector our Most Gracious Lord,) they will not only permit the said Captain with the ship N. and the men, goods, and merchandize to her belonging, to prosecute her voyage freely without let and molestation; but also, if he think fit to depart elsewhere from such harbour, that they will shew all kind offices to him and his ships as a subject of His Most Serene Royal Majesty of Sweden, (or of the Most Serene Lord Protector,) as they shall in like manner experience the same from our Most Serene King, (or our Most Serene Lord Protector,) and all His Ministers and subjects in the like or any other case. In witness whereof we have taken care that these presents, signed by our hands, be sealed with the seal of our city. Given at our Court.

5. Neither of those Confederates shall suffer the ships, vessels, goods, or merchandize of the other, or of His people or subjects, which are taken at sea or elsewhere by enemies or rebels, to be brought into their Ports or Dominions, but shall publicly forbid any thing of that kind to be done; and if any ships, vessels, goods, or merchandize of either, or His people or subjects, taken at sea or elsewhere, shall be carried into the ports or countries of the other by any enemy or rebel of the Confederates, or either of them, that Confederate into whose harbours they shall be carried, shall not suffer the same or any part thereof to be sold in that port, or any other place in their Dominion; but shall take care that the master of the ship or vessel so taken, as also the mariners and passengers, shall, as soon as they arrive, be immediately set at liberty, together with all the prisoners, subjects of either Kingdom or Republic, as many as shall be brought thither; nor shall he permit the said ship and vessel to stay in that harbour, but shall command the said ship, with her goods, merchandize and lading, immediately to leave the harbour. Provided nevertheless, that nothing in this Article be turned to the prejudice of the Treaties formerly entered into by either of the Confederates with other nations; and where these things do not interfere, the above Article shall remain in full force.

6. It shall be free for the men of war and guard-ships of either of the Confederates to enter into the ports, havens, or rivers of the other, where such ships use to repair, and there to cast anchor, stay, and to depart from thence without any injury or molestation, provided these conditions are observed:

1. That it shall not be free to carry into the harbours of the Confederate any squadron, exceeding five or six ships, without giving some notice thereof beforehand.

2. That the commander of the squadron and ships shall, without delay, exhibit his letters of safe-conduct to the Governor of the castle, fort, city, or province, or acquaint the Magistrate of the place where he arrives with the reasons of his coming, and for what end, and how long he designs to stay in that port or haven.

3. That such ships shall not come or stay nearer to those castles or forts than is convenient.

4. That the mariners, ships' companies, and soldiers, shall not go ashore in bodies above forty at a time, nor in any number, that may give suspicion.

5. That while they are there they shall not do any damage to any person, not so much as their enemies; and above all shall not stop or obstruct the passage of any merchant ships whatsoever, into or out of the harbour.

6. That they shall not leave their station for the sake of infesting the navigation of any nation whatever.

7. That they shall in all respects live and behave modestly, quietly, and conformably to the laws and customs of every place, and have special regard to the reciprocal friendship between the Confederates. Where the terms aforesaid are rightly observed according to the true meaning of the words, it shall be lawful for the men of war of either Confederate to keep upon the coasts, and continue in the harbours of the other Confederate, whether for avoiding tempests and enemies, or for rendezvousing and assembling merchant ships, or any other just causes. But if either of the Confederates shall think it advantageous or necessary to enter the ports of the other Confederate with a greater number of ships, and to enjoy the conveniences thereof, he shall signify the same to His Confederate two months beforehand, during which time the ways and means of admitting the same shall be settled.

8. The subjects of the said Most Serene Lord Protector and the said Republic shall also hereafter enjoy all the prerogatives in the several branches of trade, which they used to carry on in Prussia and Poland, or elsewhere, in the Dominions of the said Most Serene King of Sweden, which they enjoyed heretofore, in preference to other nations; and if at any time they desire farther privileges, their desires shall be gratified by all the means possible: and if the said Most Serene King of Sweden shall grant greater and more ample privileges than the above-mentioned, in Poland and Prussia, to any nation besides, or people not subject to Him, or shall suffer any nation or people to enjoy such larger privileges there, then the people and citizens of this Republic shall enjoy the same privileges in all respects, after they have desired it of His Most Serene Royal Majesty. And moreover, if any Edicts that have been published since 1650, happen to be burdensome to the English and Scots, dwelling or trading in Poland or Prussia, the same shall after this time be of no force, as far as it can be rendered so in the Dominions of the Most Serene King of Sweden; but the subjects of the said Lord Protector shall hereafter be entirely free from those burdens.

9. As to the commerce to be carried on in America, it is expressly provided by law, that the subjects of no Republic besides shall be empowered to trade there in common without a special licence: but if any of the subjects of the Most Serene King of Sweden, furnished with His recommendations, shall privately solicit such licence of the Lord Protector to trade to any of those colonies whatsoever, he will in this respect comply with the desire of His Most Serene Royal Majesty of Sweden, as far as the state of His affairs and of the Republic will for that time permit.

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10. It shall be free for the subjects of the Most Serene King of Sweden, to fish and catch herrings and other fish in the seas and on the coasts which are in the Dominion of this Republic, provided the ships employed in the fishery do not exceed a thousand in number: nor while they are fishing shall they be any ways hindered or molested, nor shall any charges be demanded on the account of the fishing by the men of war of this Republic, nor by those who are commissioned privately to trade at their own expence, nor by the fishing vessels on the northern coasts of Britain, but all persons shall be treated courteously and amicably, and shall be allowed even to dry their nets on the shore, and to purchase all necessary provisions from the inhabitants of those places at a fair price.

Done at Westminster, the 17th of July 1656.

Treaty between
Great Britain
and Sweden.
Concluded at
Whitehall, Octo-
ber 21, 1661.(1)

1. First, it is concluded and accorded, that there be and remain a good, firm, sincere, and perpetual peace, amity, alliance, and correspondence between His Sacred Majesty the King of Great Britain on the one part, and His Sacred Majesty the King of Sweden on the other; and all and singular their Dominions, Kingdoms, Countries, Provinces, Islands, Plantations, Lands, Cities, Towns, People, Citizens, and generally all their subjects and inhabitants; so that each part treat and use the other with all real friendship and affection.

2. The said Confederates, their people, subjects and inhabitants, shall, as opportunity is offered, take care of, and promote the welfare of each other, and shall advertize each other, upon knowledge thereof, of all imminent dangers, plots, and conspiracies of enemies against the other; and as much as in them lies, oppose and hinder the same. Neither shall the one Confederate by himself or any else, treat of, act, or attempt any thing to the prejudice and disadvantage of the other, His lands or Dominions, in whatsoever place, whether at sea or land; nor shall any way assist the rebels or enemies of the other to the damage of the Confederate; nor receive, or entertain within His Dominions any rebel or traitor who shall attempt any thing against the other's State, much less afford them any counsel, help, or favor, or permit it to be done by any of His subjects, people, and inhabitants.

3. The said Kings and Kingdoms shall take diligent care that as much as in them lies, all impediments and obstacles be removed, which have hitherto interrupted the freedom of navigation and commerce, as well between both nations, as with other people and countries within the Dominions, lands, seas, and rivers of either; and shall sincerely endeavour to assert, maintain, defend, and promote the aforesaid liberty of navigation and commerce, against all the disturbers thereof, by such ways and means as either in this present Treaty, or hereafter shall be agreed upon; neither shall they suffer that either by themselves, their subjects and people, or through their default, any thing done or committed contrary hereunto.

4. That either of the aforesaid Confederates, their people and subjects may, without any safe-conduct, licence general or special, freely and securely go and enter by land or sea, in and to the Kingdoms, Countries, Provinces, Lands, Islands, Cities, Villages, Towns, whether walled or unwalled, fortified or otherwise, havens, and whatsoever dominions of the other, and there stay, and from thence return, or pass through; and in the same places, upon just prices, procure and have provision of victuals for their use and sustenance, and be used with all friendly offices. And that either Confederate their people and subjects may trade, and have commerce in all places,

(1) Renewed by Article 2 of the Treaty of Orebro, 1612.

where commerce has hitherto been exercised, in what goods and merchandizes they please, and may freely import and export the same, paying the customs which are due, and conforming themselves to the laws and ordinances of each kingdom, whether the same concern trade, or any other right; which presupposed, the people, subjects, and inhabitants of both Confederates shall have and enjoy in each other's Kingdoms, Countries, Lands and Dominions, as large and ample privileges, relaxations, liberties, and immunities as any other foreigner at present doth, or hereafter shall enjoy there.

5. No merchants, captains, and masters of ships, mariners, nor any other persons, ships, goods, or merchandize belonging to either Confederate, shall, upon any public or private account, by virtue of any edict, general or special, within any the lands, havens, sea-roads, coasts, or dominions of the other, for any public service, or expedition of war, or any other cause, much less for any private use, be seized, embarked, arrested, forced by violence, or be any other way molested or injured; provided only, such arrests as are conformable to justice and equity, be not hereby prohibited, so be it they are made according to the ordinary course of law, and not granted upon private affection or partiality, but are requisite for the administration of right and justice.

6. In case any of the ships of either Confederate, whether of war or merchants, belonging to the subjects and people of either, be by occasion of tempest, pursuit of pirates, and enemies, or any other urgent necessity constrained to put into each other's havens, roads, or shores, they shall be received there with all kindness and humanity, and enjoy all friendly protection, and be permitted to refresh themselves, and procure at a reasonable price all things needful for their sustenance, reparation or use. Neither shall they be hindered from going out of the said ports or roads at their pleasure, without paying any customs or duties: provided they do nothing contrary to the laws, ordinances, and customs of the place, which the said ships shall enter into or abide in.

7. In like manner, if any ship or ships, whether public or private, belonging to either Confederate, their people and subjects, shall within any the coasts or dominions of the other stick upon the sands, or be wrecked, (which God forbid) or suffer any damage, all friendly help and relief shall be given them upon a competent reward. And whatever shall be remaining of the goods thrown overboard, or after shipwreck, or any other damage sustained, shall be kept in safe custody, and restored to the owners; so be it they, or such whom they shall appoint, do lay claim to the ships and goods within a year's space from the time of the shipwreck, saving always the rights and customs of each nation.

8. In case the people and subjects on either part, whether they be merchants, factors, or servants, masters of ships, mariners, or such others, who travel and inhabit within the dominions of the other, or those who act on their behalf before any Court of Judicature, for recovery of their debts, or for other lawful occasions, shall stand in need of the magistrate's help; the same shall be readily, and according to the equity of their cause in friendly manner granted them, and justice shall be administered to them without long and unnecessary delays. Neither shall they be any way molested upon any pretence in the dispatch of their affairs, in their journeying, bargaining, and receiving the price of their commodities; but that all love and friendship be extended towards them. And it shall be free for them, on both sides, in their passage to and again, in each other's coasts, ships, havens, and public places, to wear about them arms for their proper defence, so

be it they give no just suspicion to the Governor or Magistrate of the place of any design against the public or private peace; but he especially who behaves and demean's himself soberly and inoffensively, shall be protected from all injury, violence, and molestation.

9. The said Confederates, and all and singular Their people and subjects, may buy and export out of all the countries, Dominions, and Kingdoms of the other, all kind of armour and provision of war, and may safely and freely put in with their ships, and arrive at each other's ports, havens, and shores, and there stay, and thence depart, they carrying themselves peaceably, and conformably to the laws and customs of the respective places, and not disturbing the freedom of commerce therein. In like manner the ships of war shall have free access to the ports of either, there to stay, come to anchor, and return without any injury or molestation, but upon these conditions:

1. That the fleet to be brought into the ports of either Confederate, shall not exceed the number of five or six ships, without notice first given thereof.

2. That without delay, the admiral or commander of the fleet and ships, shall shew his letters of safe-conduct to the Governor or Chief Magistrate of the castle, fort, city, or province, where they arrive, signifying the cause of their arrival, and declare to what end, and how long they resolve to continue there.

3. That in such case the ships keep a just distance from the castle and fortresses.

4. That not above forty mariners and soldiers, or so many as may give suspicion, come on shore together and in company.

5. That they give offence to none there, not so much as to their enemies; and especially hinder or obstruct not the entrance and egress of any merchant's ships whatever.

6. That they go not thence as from their own road, and return again to the disturbance of the navigation of any nation.

7. That they live, and in all things demean themselves peaceably and conformably to the laws and customs of each place; and chiefly to the mutual friendship of the confederates: but, if either of the Confederates shall hold it convenient or necessary with a greater number of ships, to enter into the ports of the other, and enjoy the benefit thereof, He shall declare His purpose two months before to the other Confederate; and then the means and manner of admitting them shall be agreed upon: but if the ships of either be compelled into the other's ports, by danger of tempest, sea, or enemies, in such case the cause of their arrival shall be signified to the Governor or Chief Magistrate of the place, and they shall continue there no longer than the said Governor or Chief Magistrate shall permit, observing always the laws and customs in this Article before mentioned.

10. The subjects and inhabitants of the King and Kingdom of Great Britain may safely and freely travel in the Kingdoms, Dominions, and Territories of the King of Sweden, and pass through the same by sea or land to any other nations, freely to traffic and have commerce with them, in all sorts of merchandize, and to import and export the same. And the subjects of the King of Sweden shall enjoy the same freedom in the Kingdoms, Dominions, and Territories of the King of Great Britain; provided the laws, ordinances, and particular rights of each nation, concerning trade and commerce, be observed on both sides.

11. Although in the preceding Articles of this present Treaty, it be forbidden to either Confederate, to yield any aid or assistance to the enemies of the other; yet it is not to be so understood, as if either Confederate,

having no war with the enemies of the other, might not sail to, or traffic with the said enemies, notwithstanding that the other Confederate be in actual war with them. But it is only provided, that no goods called goods of contraband, and particularly, that no money, provision, weapons, fire-arms, with their appurtenances, fire-balls, gunpowder, match, bullets, spear heads, swords, lances, pikes, halberts, ordnance, mortar-pieces, petards, grenades, rests, bandoliers, saltpetre, pistols, small shot, pots, head-pieces, backs and breasts, or such kind of armour; soldiers, horses, all furniture necessary for horses, holsters, belts, and whatsoever warlike instruments; as also, that no ships of war, or convoys, be furnished to the enemy, without peril, in case they be taken, of being adjudged lawful prize, without hope of restitution. And neither of the Confederates shall suffer any of His subjects to give aid, sell, or lend ships, or be any way useful to the enemies or rebels of the other to His prejudice or detriment: but it shall be lawful for either Confederate, His people and subjects, to have commerce with the enemies of the other, and to carry to them all kind of merchandize, not before excepted, without any let or hindrance, unless it be into such ports and places as are besieged by the other, and in such case, it shall be lawful for them to sell their commodities to the besiegers, or otherwise to betake themselves to any other port, which is not besieged.

12. But lest such navigation and intercourse of the one Confederate, His people and subjects, by land or sea, with other nations, during the war of the other Confederate, should redound to the prejudice of the said other Confederate; and lest goods of enemies should pass concealed under the name of friends; for the removing of all suspicion and prevention of fraud herein, it is agreed that all ships, waggons, wares, and men, belonging to either Confederate, shall in their passage have letters of safe-conduct commonly called Passports and Certificates, whereof the here-under written forms shall be word for word observed, and subscribed and signed by the Chief Magistrate or Head Commissioners of the customs and imposts of that province and city whence they come, and the true names of the ships, carriages, wares, masters of the ships, shall be specified, the days also and times, together with such other descriptions as are expressed in the following form of a Certificate, shall without any fraud be particularized. Wherefore, if any one who upon the faith of that oath, whereby he is bound to his Prince, State, or City, shall affirm, that he hath alleged nothing but the truth, and afterwards be convicted of wilful fraud in that allegation, he shall be punished with severity, and as a person guilty of the breach of that oath.

Form of the Passport.

WE, N. N. Governor or Chief Magistrate, or Commissioners of the imposts and customs of the city or province of N. [*putting the title or office of the respective Government of that place*] do certify, that upon the day of the month of _____ in the year of our Lord _____, N. N. citizens and inhabitants of N. and subjects of His Majesty the King of Great Britain, (or the King of Sweden, as the case shall happen) did personally appear before us in the city or town of N. under the Dominion of His Majesty the King of Great Britain, (or of His Majesty the King of Sweden,) and did there upon the faith of that oath, whereby they are bound to His Majesty the King of Great Britain, our Most Gracious Sovereign, (or to His Majesty the King of Sweden, our Most Gracious Sovereign,) and to our city, declare, that the ship or vessel called N. of N. _____ lasts or tons, doth belong to the port, city, or town of N. of the Dominion of N. and that the said ship does properly and of right appertain thereunto, or the subjects of His Majesty the King of Great Britain, (or the King of Sweden,) but now from the port N. is bound for N. freighted with the goods follow-

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ing, viz. : [*here let the goods be specified, with their quantity and quality, for example, about so many loads or packs, about so many hogsheads, &c. according as the quantity or condition of the merchandize shall be*], and did affirm upon the aforesaid oath, so much N. of the said goods and merchandize to belong to the subjects of the King of Great Britain, or of the King of Sweden, or so much N. unto N. N. N. [*let it be expressed of what country the owners be*], and that N. N. N. upon the oath aforesaid alleged, that the said goods above specified, and no others, were put or to be put on board the said ship for that voyage, and that no part thereof belongeth to any other than the persons aforesaid ; and that therein there are no other goods hidden under any false or counterfeit name whatsoever, but that the aforesaid merchandize were truly and really for the use of the said owners and proprietors, and no others ; and that the said master of the ship named N. is a citizen of N. Wherefore, since upon strict enquiry it is manifest to us [*the Governor, Chief Magistrate, or Commissioners of the Customs of the city aforesaid*] that the said ship or vessel and goods are free, and do really and truly belong to the subjects of His Majesty of Great Britain, (or His Majesty of Sweden,) or the aforesaid inhabitants of other countries : We do, with all respect, humbly desire all Powers, by land or sea, Kings, Princes, Commonwealths, free cities, as also all generals, admirals, general officers, governors of ports, and all others to whom the guard of any port or sea is committed, who shall happen to meet this ship under sail, or into whose fleet she shall fall, or in whose ports she shall happen to stay, that in regard of the friendship and alliance which is between every of them, or their superiors, and His Majesty of Great Britain, our Most Gracious Sovereign, (or His Majesty of Sweden, our Most Gracious Sovereign,) that they would not only suffer and permit the said master with the ship N. the persons, goods, and merchandize belonging thereunto, without any let or hindrance, freely to make his voyage, but also, (if he think convenient to go any where else from the said port) that they would do him all civil offices, as a subject of His Majesty the King of Great Britain, (or of the King of Sweden,) expecting the like returns from His Majesty the King of Great Britain, (or His Majesty the King of Sweden,) His officers and subjects, in the like or other case. In witness whereof, we have subscribed these presents and sealed the same with the common seal of our city. Dated, &c.

Whenever, therefore, any the merchandize, goods, vessels, or men belonging to either, their people and subjects, shall be met with, either in open sea, or in any channel, haven, road, land, or any other place by the ships of war, public or private, or by any the people, subjects, and inhabitants of the other, or shall happen to be in one place with them, they producing their letters of safe conduct and certificates aforesaid, shall have nothing farther exacted of them, no search made, either of goods, vessels, or men, much less shall they receive any damage, injury, or molestation, but shall be suffered to pass on with freedom to pursue their occasions. But if this stated and appointed form of certificate be not produced, and there be just cause of suspicion, then the ship ought to be visited, which (it is to be understood) shall be allowed only in such and no other case. And if any the people and subjects of either side shall do or commit any thing contrary to the proper sense of this present Article, either Confederate shall take care that severe punishment be inflicted on the offender, and cause full and speedy satisfaction to be made to the parties wronged for all costs and damages.

13. Neither of the said Confederates shall suffer the ships, vessels, goods, or merchandize of the other, His people or subjects, taken at sea or elsewhere by His enemies or rebels, to be carried into his ports or Dominions, but shall publicly forbid the same to be done ; but if any ships, vessels,

goods, or merchandize of either, His people or subjects, taken at sea or elsewhere, shall be brought by any the enemy or rebel of the Confederates, or either of them, into the ports and Territories of the other, He shall not suffer the same, or any part thereof, to be sold in that port, or other His Dominions ; but shall take care that the master of the ship or vessel so taken, as also the seamen and other passengers, shall, immediately upon their arrival, be set free, together with all the prisoners who are subjects of the other kingdom, and shall not suffer the said ship or vessel to remain in that port, but forthwith dismiss the same with all its goods, merchandize, and burthen ; provided always, that by this Article no prejudice be done to the Agreements heretofore made with other nations by either of the Confederates ; but in all other cases, the said Article shall obtain full force and vigour.

14. In case it shall hereafter happen that during this amity and confederation, any of the people or subjects of either shall act or attempt any thing against the same, or any part thereof, either by land, sea, or other waters, this amity, confederation, and alliance, shall not be thereupon interrupted or broken off, but shall remain and continue still in full force and virtue ; only in such case the particular persons which have offended shall be punished, and no others ; and justice shall be done and satisfaction made to all persons injured within twelve months after demand thereof. And in case the persons so offending shall not appear and submit themselves to justice, and make satisfaction within the said term, the said persons shall be declared enemies to both States, and their estates and goods whatsoever shall be confiscated and employed to a due and full satisfaction for the wrong by them done ; and their persons shall be liable to further punishment, when they shall come within the power of either State, as the quality of their offence shall deserve.

15. This present Treaty and Confederation shall in nothing derogate from any pre-eminence, right or dominion of either Confederate within any His own seas, channels, or waters, but that they have and retain the same in as full and ample manner as they have hitherto had, or as of right belongs to them.

16. It being the primary intent of this League and Amity, that each Confederate, their people and subjects, might enjoy such freedom of Navigation and Commerce, as is described in the foregoing Articles, within the Baltic, Sound, Northern, Western, and British Seas, Mediterranean, and Channel, and other the seas in Europe ; therefore all sincere endeavour shall be used on both sides, by common advice, aid, and assistance, that the aforesaid mutual liberty of Navigation and Commerce be established, promoted, and (as occasion is) defended against all the disturbers thereof, who shall go about to interrupt, prohibit, hinder, or restrain and limit the same to their own will and pleasure, in prejudice of the said Confederates : and either Part shall, with all willingness and readiness, promote the good and prevent the hurt of each other, saving the Treaties which either Nation hath made with other Kingdoms, commonwealths, and nations ; but neither Confederate shall hereafter make any league or agreement in prejudice of this present, with any other people or nation, without the privity and consent of the other ; or if any such agreement be hereafter made, the same shall be reputed null and void, and give place to this present Treaty.

17. Whatever is agreed on in the foregoing Articles shall be in force and virtue from this present time, and be truly observed on both sides by all such as are within each other's allegiance. And for the further confirmation thereof, shall be subscribed, signed, and ratified, as well by His Majesty of

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Great Britain, as by His Majesty of Sweden, under their hand-writing and seals, within six months next ensuing the date of these presents.

Done at Whitehall, the 21st day of October 1661.

Treaty between
Great Britain
and Sweden.
Signed at Stock-
holm, Feb. 5,
1766. (1)

1. The two high Allies engage for themselves, their heirs and successors, and their subjects respectively, that they will, as good and faithful friends and Allies, mutually procure for each other all the good, advantage, and consideration possible, and contribute on both sides to every thing which can serve to strengthen more firmly the ties of a sincere and permanent friendship.

2. The subjects of the two Powers shall enjoy, in the Kingdoms, ports, roads, rivers, &c. of each other reciprocally, all the rights, advantages, and immunities, which the most favoured Nations now do or may hereafter enjoy, except in the case contained in the 3d Article of the Preliminary Treaty of Commerce concluded between the Crowns of Sweden and France, the 25th April 1741, concerning the dues to be paid in the port of Wismar.

Done at Stockholm, the 5th of February 1766.

Signed J. GOODRICK, (L.S.) CARL. GUSTAF LOWENHJELM, (L.S.)
CARL. LAGENBERG, (L.S.)
FRED. FRIESENDORFF, (L.S.)
ADM. HORNE, (L.S.)
A. LAGERBIELCKE, (L.S.)
J. VON DIEBEN, (L.S.)
C. LAGERFLYCHT, (L.S.)

Treaty between
Great Britain
and Sweden.
Signed at Orebro,
the 18th of July
1812.

2. The relations of friendship and commerce between the two Kingdoms shall be re-established upon the footing on which they stood on the 1st day of January 1791; and all the Treaties and Conventions subsisting between the two countries at that epoch, shall be regarded as renewed and confirmed, and they are, by the present Treaty, renewed and confirmed accordingly.

Done at Orebro, the 18th of July 1812.

Signed
EDWARD THORNTON, (L.S.) BARON D'ENGESTROM, (L.S.)
G. BARON DE WETTERSTEDT, (L.S.)

Treaty between
Great Britain
and Sweden.
Signed at Stock-
holm, 3d March
1813.

5. The two high Contracting Parties being desirous of giving a solid and lasting guarantee to their relations, as well political as commercial, His Britannic Majesty, animated with a desire to give to His Ally evident proofs of His sincere friendship, consents to cede to His Majesty the King of Sweden, and to His successors to the Crown of Sweden, in the order of succession established by His said Majesty, and the States-General of His Kingdom, under date the 26th of September 1810, the possession of Guadaloupe in the West Indies, and to transfer to His Swedish Majesty all the rights of His Britannic Majesty over that island, in so far as His said Majesty actually possesses the same. This colony shall be given up to the Commissioners of his Majesty the King of Sweden in the course of the month of August of the present year, or three months after the landing of the Swedish troops on the continent; the whole to take place according to the conditions agreed upon between the two high Contracting Parties, in the separate Article annexed to the present Treaty.

6. As a reciprocal consequence of what has been stipulated in the preceding Article, His Majesty the King of Sweden engages to grant, for the space of twenty years, to take date from the exchange of the ratifications of the present Treaty, to the subjects of His Britannic Majesty, the right of entrepôt

(1) Renewed by Article 2 of the Treaty of Orebro, 1812.

in the ports of Gottenberg, Carlshamn and Strålsund, (whenever this last-mentioned Place shall return under the Swedish Dominion) for all commodities, productions, or merchandize, whether of Great Britain or of her colonies, laden on board British or Swedish vessels. The said commodities or merchandize, whether they be of such kind as may be introduced and subject to duty in Sweden, or whether their introduction be prohibited, shall pay without distinction, as duty of entrepôt, one per cent, *ad valorem*, upon entry, and the same upon discharge. As to every other particular relating to this object, the general regulations existing in Sweden shall be conformed to; treating always the subjects of His Britannic Majesty upon the footing of the most favoured nations.

Done at Stockholm, the third of March 1813.

Signed

ALEXANDER HOPE, (L.S.) LE COMTE D'ENGESTROM, (L.S.)
EDWARD THORNTON, (L.S.) G. BARON DE WETTERSTEDT, (L.S.)

As a consequence of the cession made by His Britannic Majesty, in the Separate Article. fifth Article of the Treaty signed this day, of the Island of Guadaloupe, His Majesty the King of Sweden engages;

1. Faithfully to fulfil and observe the stipulations of the Capitulation of the said island, under date the 5th of February 1810; so that all the privileges, rights, benefices, and prerogatives, confirmed by that Act to the inhabitants of the colony, shall be preserved and maintained.

2. To take for this purpose, previous to the cession before mentioned, every engagement which may be judged necessary with His Britannic Majesty, and to execute all acts conformable thereto.

3. To grant to the inhabitants of Guadaloupe the same protection, and the same advantages which the other subjects of His Majesty the King of Sweden enjoy, conformably always to the laws and stipulations actually existing in Sweden.

4. To forbid and prohibit, at the period of the cession, the introduction of slaves from Africa into the said island, and the other possessions in the West Indies of His Swedish Majesty, and not to permit Swedish subjects to engage in the slave trade; an engagement which His Swedish Majesty is the more willing to contract, as this traffic has never been authorized by Him.

5. To exclude, during the continuance of the present war, all armed vessels and privateers belonging to states at war with Great Britain, from the ports and harbours of Guadaloupe; and not to permit in any future wars in which Great Britain may be engaged and Sweden remain neutral, the entrance into the ports of the said colony of the privateers belonging to any of the belligerent states.

6. Not to alienate the said island without the consent of His Britannic Majesty; and

7. To grant every protection and security to British subjects and to their property, whether they may choose to quit the colony, or to remain there.

This separate Article shall have the same force and effect, as if it were inserted, word for word, in the Treaty signed this day, and shall be ratified at the same time.

In faith of which we the undersigned, in virtue of our full Powers, have signed the present separate Article, and have affixed thereto the seals of our arms.

Done at Stockholm, the third of March 1813.

Signed

ALEXANDER HOPE, (L.S.) LE COMTE D'ENGESTROM, (L.S.)
EDWARD THORNTON, (L.S.) G. BARON DE WETTERSTEDT, (L.S.)

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Convention between Great Britain and Sweden. Signed at London the 13th day of August 1814.

In the name of the Most Holy and Undivided Trinity. His Swedish Majesty, by Article 9 of the Treaty concluded at Paris the 30th of May last, having consented, in virtue of arrangements stipulated with the Allies, that the Island of Guadaloupe should be restored to His Most Christian Majesty, and it being understood and agreed that in consideration of the incorporation of the Belgic Provinces with Holland, as provided for in the Treaty of Paris, Holland should be liable to furnish, out of the Colonies now in possession of His Britannic Majesty, the compensation to which His Swedish Majesty is entitled for His rights ceded as aforesaid; and whereas it has been deemed more expedient by His Swedish Majesty and by the Prince Sovereign of the Netherlands, that in the event of such incorporation taking place as aforesaid, the compensation to be furnished by Holland should be made in money; and His Swedish Majesty having agreed to accept the sum of 24 millions of livres in full satisfaction of His said rights; and His Britannic Majesty, as the friend and ally of both Powers, being willing to become answerable to His Swedish Majesty for the due and punctual discharge of the said compensation, Their said Majesties have resolved to enter into engagements accordingly, and have for this purpose nominated as Their Plenipotentiaries, namely, His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Robert Stewart, Viscount Castlereagh, Knight of the Most Noble Order of the Garter, and His Principal Secretary of State for Foreign Affairs, &c. &c. and His Majesty the King of Sweden, the Sieur Gotthard Maurice de Rehausen, His Envoy Extraordinary and Minister Plenipotentiary to His Britannic Majesty, &c. &c. &c. who, after having exchanged their full Powers, found in good and due form, have agreed to the following Articles:

1. His Britannic Majesty agrees to pay, and His Swedish Majesty to accept, the sum of 24 millions of livres, in full discharge and satisfaction of His claims under Article 9 of the Treaty of Paris. The said sum to be payable in London to His Swedish Majesty's Minister, according to the rate of exchange between London and Paris at each time of payment, in twelve equal monthly instalments: the first monthly instalment to become due and payable by His Britannic Majesty one month after the ratification of the Treaty, by which the said Belgic Provinces shall be incorporated with Holland as aforesaid.

2. It is agreed and understood, that the above arrangement, being contingent upon the due execution of the engagements contained in the Treaty of Paris, His Swedish Majesty's rights to compensation from His Britannic Majesty and His Allies shall not be prejudiced by any failure or non-fulfilment of the engagements in question, but shall continue in full force and effect, unless otherwise satisfied, as if this Convention had not been made.

The present Convention shall be ratified, and the ratifications shall be exchanged at London within one month from the date hereof, or sooner if possible.

In witness whereof, we, the undersigned Plenipotentiaries, in virtue of our respective full Powers, have signed the present Convention, and have affixed thereto the seal of our arms.

Done at London, this 13th of August 1814.

Signed CASTLEREAGH, (L.S.)

G. M. DE REHAUSEN, (L.S.)

DENMARK. (1)

1. It is covenanted, accorded, and concluded, that there be a sincere, true, and perfect friendship, peace, and alliance for ever, between both the Kings, their Heirs and Successors, Kingdoms, Provinces, and Principalities, Subjects and Vassals, of what condition, dignity, and degree soever, as well those who now are, as who hereafter shall be, both by land and sea, in rivers, freshwaters, and every where; so as they neither do wrong one to the other, nor the one cause any damage or harm to the Kingdoms, Provinces, Subjects, and Vassals of the other, nor as much as in them lies suffer or consent that the like be done by other persons; but that they adhere each to other in sincere amity and love, and that the one promote to His uttermost the advantage and commodity of the other, and of each other's subjects respectively as His own; but that they hinder and prevent each other's losses and destruction, both by fact, counsels, and all their power.

Treaty between
Great Britain
and Denmark.
Signed at White-
hall, 19th of
February
1660-1. (2)

2. But if either of the foresaid Kings, their Heirs and Successors, shall come to know that any thing is negociated, desired, or treated, which may turn to the prejudice of the other, then He shall be bound as soon as ever the same is made known unto Him, to discover it to the other; and, as much as in Him lies, to hinder it.

3. The foresaid Kings do religiously promise for themselves, their Heirs and Successors, respectively, that they will not at any time give any warlike aid or supplies to the enemies of each other, nor suffer that their subjects, of what state and condition soever they be, shall, either under the pretence of trade or any other borrowed colour whatsoever, by any means help the enemies of the said Princes, or of either of them, nor furnish them with soldiers, money, provisions, arms, engines, guns, ships, and other things fit and necessary for waging war, nor cause the same to be furnished by others; but if any the subjects of the said Kings shall presume to offend herein, then every of the Kings whose subjects shall have so offended, shall be bound to inflict most severe punishments upon them, as league-breakers and seditious persons.

5. It is also agreed, that neither of the foresaid Kings shall harbour, or suffer in His Kingdoms or Provinces, the enemies or rebels of the other, knowing them to be such.

6. It shall be free for the subjects of both Kings to come with their merchandize, as well by land as by sea, into the Kingdoms, Provinces, Mart-Towns, Ports, and Rivers of the other, and there to converse and trade, paying the usual customs and duties, saving always the sovereignty and right of either King, in their Kingdoms, Provinces, Principalities, and Territories, respectively.

7. It is also covenanted, accorded, and concluded, that the subjects of the Most Serene King of Great Britain, may in no wise come unto forbidden ports, (whereof mention is made in former Treaties,) without the special licence of the King of Denmark and Norway, desired and obtained, unless evident danger of the sea, or violence of storms, shall force them to approach, or enter; where then it shall in no case be lawful for them to trade or merchandize.

(1) As to Treaties between Great Britain and Denmark in particular, and decisions thereon, see ante, 1 vol. 619. (2) Renewed by Article 13. of the Treaty of Kiel, 1814.

8. It is also covenanted, accorded, and concluded, that in case any one suffer shipwreck upon the coasts of the other King, he may freely challenge and lay claim to the broken and wreckt vessel, with the goods, (saving the right of any place whatsoever,) neither shall any thing be a prejudice or hindrance to him therein; but rather the inhabitants of the place shall be obliged, if it be desired of them, to be aiding to him who hath suffered shipwreck, upon reasonable consideration for their labour, to recover such things as can be saved of the wreck.

9. If the subjects of either King be wronged, injured, or endamaged in the Territory of the other, then the King of that place where the wrong is offered, shall take care that speedy justice be done according to the rights and accustomed laws of the country, and that due punishment be inflicted upon those who have committed the offence or injury, with reparation to be made unto the suffering parties.

10. No private injury shall in any sort weaken this Treaty, nor beget hatred or dissensions between the foresaid nations; but every one shall answer for his own proper fact, and shall be prosecuted thereupon; neither shall one man satisfy for the offence of another by reprisals, or other such like odious proceedings, unless justice be denied, or unreasonably delayed, in which case it shall be lawful for that King, whose subject hath suffered the loss and injury, to take any course according to the rules and method of the law of nations, until reparation be made to the sufferer.

11. The foresaid Kings have also covenanted, that if hereafter (which yet we hope will not be, and pray that God of His mercy would prevent) there should happen to arise any dissensions or differences between these Kings or Kingdoms, endeavours shall be used, that the same may be composed in an amicable way; nor shall this present league be therefore any way abolished or made void.

12. It is further agreed, that by no agreements, covenants, Articles, or clauses contained in this present Treaty, former Treaties or Leagues heretofore made between the foresaid Confederates, or their Royal Predecessors, as well for the realms of England, Scotland and Ireland, as for the Hereditary Kingdoms of Denmark and Norway respectively, be no way deemed to be taken away or abrogated, but that they remain perpetually in their ancient force, stability, and vigour, so far forth as they are not contrary or repugnant to the present Treaty, or to any of the Articles therein contained.

13. It is also covenanted and concluded, that the people and subjects of the King of England, Scotland, France, and Ireland, sailing unto any the Hereditary Kingdoms, Principalities or Dominions of the King of Denmark and Norway, or exercising merchandize therein, shall pay neither more nor greater customs, tributes, tolls, and other duties, nor in other manner than as the people of the United Provinces of the Netherlands, and other strangers (the Swedes only excepted) trading thither, and paying less customs, do or shall pay; and that as well in going, returning and staying, as also in fishing and trading, they shall enjoy the same liberties, immunities and privileges, which the people of any foreign nation whatsoever, abiding or trading in the said Kingdoms and Dominions of the King of Denmark and Norway, do or shall enjoy. On the other side, the people and subjects of the King of Denmark and Norway, shall use and enjoy the same privileges in the Countries and Dominions of the King of England; to wit, that the people and subjects of the King of Denmark and Norway sailing unto any the Kingdoms, Principalities or Dominions of the King of England, or exercising merchandize therein, shall pay neither more nor greater customs, tributes, tolls, and other duties, nor in any other manner than as the people of the United Provinces

of the Netherlands, or other strangers trading thither, and paying less customs, do or shall pay, and that as well in going, returning and staying, as also in fishing and trading, they shall enjoy the same liberties, immunities, and privileges which the people of any foreign nation whatsoever, abiding or trading in the said Kingdoms and Dominions of the King of England, do or shall enjoy. But so that the Sovereign Power of both Kings, in their Kingdoms, Principalities, Dominions, and Ports, respectively, to appoint and change customs and any other matters according to the occasion, be preserved, and remain inviolate; provided the said equality be strictly observed on either Part in manner aforesaid.

14. It is also agreed, that in case the subjects and inhabitants of either of the Confederates, with their shipping (either by reason of pirates chasing them, or by stress of weather, or by any other inconvenience), be forced to repair into the rivers, creeks, bays or ports, of the other Confederate, there to seek harbour, they shall be kindly and courteously used by the magistrate and inhabitants of such place; and it shall be lawful for them to provide themselves at a reasonable price with those things which shall be necessary for the repairing of their ships, and freely to depart again without any hindrance or search, and paying no tolls and customs; provided, they do not carry out of their ship or ships, any goods or packs, nor expose them to sale, nor have or receive on board persons guilty or suspected of any crime, or prohibited goods, nor finally do any thing repugnant to the laws, statutes or customs of that place and port where they shall arrive.

15. If it shall happen that the ships of either of the confederates, and of their subjects and inhabitants (whether they be ships of war or of burthen), do run aground, or split upon rocks, or by any accident whatsoever suffer shipwreck (which God forbid) upon or about the coasts of the other, the foresaid ships, with all their tackle, goods and merchandize, or whatsoever remains of them, shall be restored to their owners and proprietors, provided they or their Commissioners or Deputies challenge and claim the ships or goods within the space of one year after the wreck hath happened, (saving always the rights and customs of every nation whatsoever): also the subjects and inhabitants dwelling upon such shores and coasts shall be obliged to succour them in their danger, and help them as much as they are able, and shall use all diligence, either to deliver the ship, or save the goods, merchandize, tackle, and other things that may be preserved; which are to be conveyed into some safe place, that they may be restored to the owners; yet paying to those persons by whose pains and care the goods shall be recovered and kept, the expences and recompences which they shall deserve.

16. Each party shall in all causes and controversies now depending, or hereafter to commence, cause justice and right to be speedily administered to the subjects and people of the other Party, according to the laws and statutes of each country, without tedious and unnecessary delays and charges.

17. It is also covenanted and agreed, that all ships belonging to English subjects and inhabitants, together with their ladings and merchandize, sailing by the fort of Gluckstadt, or other towns and places under the King of Denmark's Dominions, situate upon the river of Elbe, shall, both in going and coming back, be free and exempt from all custom, toll, search, stop, and molestation, except only the case of search in time of war, when the King of Denmark shall be in hostility with any other Prince or State.

18. It is also agreed, that firs, masts, and other sorts of timber, after once they are laden upon the ships of the English subjects or inhabitants, shall be no further subject to be visited, but all visits and searches shall be made

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before, and if then either oak or other prohibited timber be found, they shall forthwith be stopped upon the place before they be brought on board; neither shall the persons or goods of the people of the King of England, or of His subjects, be, for that cause, any way molested, either by arrest, or any other kind of detention; but the subjects only of the King of Denmark, who shall have presumed to sell or alienate such like prohibited timber, shall be punished for the offence after the accustomed manner: and the people and subjects of the King of England shall have, possess, and enjoy all and singular the things contained and granted in this Article, without any molestation and interruption, so long and during all the time that the subjects or any of the people of the United Provinces of the Netherlands have, possess, and enjoy, or ought, or might have, possess, or enjoy the same, or the like, by any Treaty, covenant, agreement, or permission whatsoever made or to be made.

19. For the greater security of trade, and freedom of navigation, it is covenanted and agreed, that neither Party shall, (as much as is possible, and as far as they are able,) suffer open pirates, or other robbers of that kind, to make their retreats in the ports of either's Kingdom or Country, or shall permit any of the inhabitants or people of either to harbour or relieve them, or any way assist them; but on the contrary, shall use means that the foresaid pirates and robbers, and their partners and abettors, may be apprehended, and suffer condign punishment, and that the ships and goods (so much of them as can be found) may be restored to their lawful owners or their attornies, so as their right be made to appear by due and legal proof in the Court of Admiralty for maritime Causes.

20. It is covenanted and agreed, that the subjects and people of either Party shall always have free access to the ports and coasts of the other Confederate; and it shall be lawful for them to abide there, and thence to depart again, and also to pass through the Seas and Territories whatsoever of either King respectively, (doing no damage or prejudice,) not only with merchant ships, but also with men of war, whether they be public, or belong to those who shall have obtained private commissions, and whether they come through violence of the weather, or to avoid the danger of the sea, or to repair their ships, or buy provisions; so as they exceed not the number of six men of war, if they come in of their own accord, nor stay longer in or about the ports than will be requisite to repair their ships, and furnish themselves with victuals, or other necessaries: and if upon occasion they would approach such ports with a greater number of men of war, they shall by no means be permitted to enter, unless timely notice of their coming be first given by letter, and leave obtained of those to whom the foresaid ports belong; but if they be driven by violence of storm, or other urgent necessity to seek shelter, in such case, without any notice given beforehand, the ships shall not be restrained to a certain number; but with this condition, that their commander shall immediately upon their arrival acquaint the Chief Magistrate or the Governor of that place, port, or coast where they arrive, with the cause of their coming; neither shall he stay longer there than the Chief Magistrate or Governor will permit, and shall neither do nor attempt any hostile act in the ports whereinto he shall repair, nor any thing prejudicial to that Ally unto whom the ports belong.

21. It is also covenanted, that no ships, or shipping, goods, or merchandize, laden in any ships, of what nature, kind or quality soever, howsoever taken, belonging to the subjects of either King, shall, under any colour or pretence whatsoever, be adjudged prize, unless by a judicial examination and proceeding in form of law in the Court of Admiralty, legally ordained in that behalf for such like maritime prizes.

22. It is also covenanted and agreed, that all ships and merchants of England, in their passage through the Sound appertaining to the King of Denmark and Norway, shall enjoy the benefit and privilege of deferring the payment of customs until their return, in the same manner as they enjoyed the five years last past; but so that the said ships and merchants carry with them Certificates under the Seal of the Officers of His said Majesty of England thereunto appointed, witnessing that those ships belong to the subjects of the King of England; and also, that before their passage they give good and sufficient security to make the said payment in due place unto the receivers of the King of Denmark's customs, at their return, or if they return not within three months at the furthest, in case they do not pay the same in their said first passage.

23. It is also concluded, that the ships and subjects of the King of England shall receive their dispatch and discharge at Elsinore, as soon as they arrive, without any delay, no ships of any nation whatsoever to have a preference in that behalf before them, except the inhabitants of certain places who have obtained such a privilege of old in this case, and enjoy the same to this day.

24. It is also agreed, that if the Dutch, or any other nation whatsoever, (the Swedish only excepted,) hath already obtained, or hereafter shall obtain, of the King of Denmark and Norway, any better agreements, covenants, exemptions, and privileges, than those contained in this Treaty, the same and such like shall be communicated and effectually granted, freely and with all fullness, to the King of England and to His subjects; and on the other side, if the Dutch, or any other nation whatsoever, hath obtained, or shall hereafter obtain, of the King of England, any better agreements, covenants, exemptions, or privileges, than those contained in this Treaty, the same and such like shall be communicated and effectually granted, freely and with all fullness, to the King of Denmark and Norway, and to His subjects.

25. Lastly, it is covenanted, agreed, and concluded, that the aforesaid Most Serene Princes and Kings shall sincerely and faithfully observe all and singular the Articles contained and established in this present Treaty, and cause the same to be observed by their subjects and inhabitants; neither shall they break them directly or indirectly, nor suffer them to be broken directly or indirectly, by their subjects or inhabitants; and shall ratify and confirm all and singular the things covenanted as aforesaid by letters patent, subscribed with their own hands, and sealed with their great seals, drawn up and engrossed, in sufficient, valid and effectual form, and shall interchangeably deliver the same, or cause them to be delivered within three months after the date of these presents, faithfully, really, and effectually.

Done at Whitehall, the 13th of February 1660-1.

1. That there be between the two Kings, their Heirs and Successors, as also their Kingdoms, Principalities, Provinces, Estates, Counties, Islands, Cities, Subjects, and Vassals, of what condition, dignity and degree soever, by land and sea, in rivers, fresh waters, and all places whatsoever, as well in Europe as out of Europe, now and for the time to come, a sincere, true, and perfect friendship, peace, and confederation; so as that neither Party do any wrong, injury, or prejudice to the Kingdoms, Principalities, Provinces and Estates, or to the Inhabitants and Subjects of the other; nor suffer any to be done by others, as much as in Him is: but rather live as friends together, using each other with good will and respect; and promoting upon all occasions the interests and advantages of each other, and their

Treaty between
Great Britain
and Denmark.
Signed at Copenhagen, 11th July
1670. (1)

(1) Renewed by Article 12. of the Treaty of Kiel, 1814.

subjects, as if they were their own ; and preventing and hindering with all their power, by their assistance and advice, any damage, wrong, and injury that may be offered them.

3. The foresaid Kings for themselves, their Heirs and Successors, mutually do undertake and promise, that they will not aid or furnish the enemies of either Party, that shall be aggressors, with any provisions of war, as soldiers, arms, engines, guns, ships or other necessities for the use of war, or suffer any to be furnished by their subjects : but if the subjects of either Prince shall presume to act contrary hereunto, then that King, whose subjects shall have so done, shall be obliged to proceed against them with the highest severity, as against seditious persons, and breakers of the league.

5. It shall be lawful for the subjects of both Kings, with their commodities and merchandize, both by sea and land, in time of peace, without licence or safe conduct, general or special, to come to the Kingdoms, provinces, mart-towns, ports and rivers of each other, and in any place therein to remain and trade, paying usual customs and duties ; reserving nevertheless to either Prince His superiority, and regal jurisdiction in His Kingdoms, Provinces, Principalities, and Territories respectively.

6. It is notwithstanding covenanted and concluded, that the subjects of the King of Great Britain shall in no wise come to the prohibited ports, of which mention is made in precedent Treaties, nor Colonies, without the special licence of the King of Denmark first desired and obtained ; unless they shall be compelled to make thither, and enter therein by stress of weather, or pursuit of pirates, in which case neither shall it be lawful for them to buy or sell. As also in like manner the subjects of the King of Denmark shall not come to the British Colonies, unless by special licence of the King of Great Britain first desired and obtained.

7. It shall be lawful for the subjects of the Most Serene King of Denmark to bring into their own stores and warehouses in England, Scotland, and Ireland, and other the ports of the King of Great Britain, in Europe, such commodities as now, or hereafter shall be of the growth and production of the estates, countries, and dominions subject to the King of Denmark, or of the manufacture thereof, and likewise such as come from any part of the river of Elbe.

In like manner shall it be lawful for the subjects of the King of Great Britain to import and bring into Denmark, Norway, and all other ports and colonies, not prohibited, of the King of Denmark, all kinds of merchandize which now or hereafter shall be produced or made in the Kingdoms, Countries, and Estates under the subjection of the King of Great Britain. But if at any time hereafter it be permitted to any foreign nations, to bring all kinds of commodities without exception, into England, Scotland, and Ireland, and other the ports belonging to the King of Great Britain, then the same also shall be lawful for the subjects of the King of Denmark : which in like manner shall be permitted to the subjects of the King of Great Britain, upon the like occasion, in the prohibited ports and Colonies of the King of Denmark.

8. It is also covenanted and agreed, that the people and subjects of the King of Great Britain sailing to any the hereditary Kingdoms, Countries, or Dominions of the King of Denmark, or trading in the same, shall pay no more or greater customs, tribute, toll, or other duties, nor in any other manner than the people of the United Provinces of the Low Countries, and other strangers (the Swede only excepted) trading thither, and paying lesser customs, do or shall pay ; and in going, returning, and staying, as

also in fishing and trading, and all other things, shall enjoy the same liberties, immunities, and privileges, which the people of any foreign country, in the said Kingdoms and Dominions of the King of Denmark, abiding and trading, do or shall enjoy : and so on the other side, the people and subjects of the King of Denmark, shall have and enjoy the same privileges, in the countries and territories of the King of Great Britain ; to wit, that the people and subjects of the King of Denmark, sailing to any the Kingdoms, Countries, or Dominions of the King of Great Britain, or trading in the same, shall not pay any more or greater customs, tributes, toll, or other duties, nor in any other manner than the people of the United Netherlands, or other strangers trading thither, and paying lesser customs, do or shall pay : and in going, returning, and staying, as also in fishing and trading, and all other things, shall enjoy the same liberties, immunities, and privileges, which the people of any other foreign country in the said Kingdoms and Dominions of the King of Great Britain, abiding and trading, do or shall enjoy : but so, as that the power of each King of making or altering customs, or other duties, as they shall see occasion, in their respective Kingdoms, countries, dominions, and ports, remain full and entire ; provided the foresaid equality be strictly observed on both sides in manner aforesaid.

9. It is also covenanted, that when the subjects of either King have imported their commodities into the Dominions of the other, have paid the usual customs for them, and undergone their search, it shall be free and lawful for them, to bring their said commodities into their own proper store-houses and cellars, or into places which they shall think most fit and convenient, and there store them ; nor shall any magistrate or officer of any the cities or ports of either, impose upon them any cellars or store-houses without their consent.

10. The subjects of either Crown trading upon the seas, and sailing by the coasts of either Kingdom, shall not be obliged to come into any port, if their course were not directed thither ; but shall have liberty to pursue their voyage without hindrance or detention whithersoever they please. Nor shall they, being by tempest forced into port, and there remaining, be obliged to unlade their cargo, or to barter or sell any part thereof ; but it shall be lawful for them to dispose of it as they shall think fit, and to do any other thing which they shall judge most for their advantage : provided nothing be done that may be to the defrauding of either Prince of His due rights and customs.

11. It is also agreed, that after any planks, masts, and other sorts of timber, have been once put on board the ships of the subjects or people of the King of Great Britain, they shall not be liable to any further search ; but all search or scrutiny shall be made before ; and if then, either oaken or other prohibited timber be found, it shall be presently stopped and detained upon the place before it be put on board the ships ; nor shall the people of the said King of Great Britain, or His subjects, be therefore molested in their persons or estates by arrest, or other detention whatsoever ; but only the subjects of the King of Denmark, who shall have presumed to sell or alienate any the like prohibited timber, shall be punished in due manner. And the people and subjects of the King of Great Britain shall have, possess, and enjoy all and singular the contents and concessions of this Article, without any molestation or interruption, so long and for all such time as the subjects or any of the people of the United Netherlands shall hold, possess, and enjoy, or might or ought to hold, possess, and enjoy, the same or like privileges by any Treaty already made, or to be made, or by any contract, agreement, or permission.

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12. It is also concluded and agreed, that all ships belonging to the subjects of the King of Great Britain, and merchants, in their passage through the Sound, under the Most Serene King of Denmark and Norway, &c. shall enjoy after the same manner the benefit and privilege of deferring the payment of their customs until their return, as they held and enjoyed in former years last preceding the late war; but so nevertheless, that the said ships and merchants bring with them certificates under the seal of the officers of the said King of Great Britain deputed thereunto, testifying the said ships to belong to subjects of the King of Great Britain; and likewise that before their passage they give sufficient and good security for paying the same, in place convenient to the collectors of the customs of the said King of Denmark, at their return, or if they shall not return, within three month's time at the farthest, if they do not pay the same at their said first passage.

13. And furthermore it is agreed, that whatsoever merchandize the subjects of the King of Great Britain shall land at Elsinore, and there lay in their store-houses, to no other end than to put on board again entire, and transport them to other parts, they shall be obliged to pay only the same duties for such merchandize, and no more, than is wont to be paid in this case by the Dutch nation, or any other strangers: which shall be reciprocally observed to the subjects of the King of Denmark after the same manner in England.

14. Also it is agreed, that the ships and subjects of the King of Great Britain shall have their dispatch at Elsinore as soon as they arrive there without delay; no ships, of what nation soever, having preference before them in this behalf; except the inhabitants of certain places, who have anciently held a privilege to that purpose, and still do.

15. If any subject of either Prince shall happen to die in the Dominions or Territories of the other, it shall be lawful for him to dispose of his estate, both money and goods, in any manner whatsoever: and if any one die within the Kingdoms or Provinces of the other Prince, without making any such dispositions, then the goods by him left, moveable or immoveable, of whatever nature or condition the same shall be, shall be faithfully preserved for the use of the right heir, and for satisfaction of such debts as the party deceased was justly bound to pay: and to that end, so soon as any subject of either Prince shall die in the other Prince's Dominions, the Consul or public minister, then residing there, shall have right to possess the said monies and goods, and shall make inventories of the same before some magistrate of the place; which goods shall afterwards remain in his hands, to be answered to the heirs and creditors as aforesaid; but if no such Consul or public minister shall be there, then it shall be lawful for two merchants, of the same country with the party deceased, to possess the goods left by him, to preserve them, and in like manner to answer them to the heirs and creditors; which, notwithstanding is to be so understood, that no papers or books of accounts are by this Article to be exposed to the inspection of the said magistrate, but only the real goods and merchandize of the deceased; and that the said magistrate within the space of forty-eight hours after notice given, and request made, shall be obliged to be present, otherwise the said inventories shall be made without him.

16. It shall be lawful for either of the Confederates and their subjects, or people, to trade with the enemies of the other, and to carry to them, or furnish them with any merchandizes (prohibited only, which they call contraband, excepted) without any impediment, unless in ports and places besieged by the other; which, nevertheless, if they shall so do, it shall be

free for them either to sell their goods to the besiegers, or betake themselves to any other port or place not besieged.

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17. It is also agreed, that it shall be free and lawful for the subjects of either Prince, trading in the Dominions or Ports of the other, there to remain and reside for the buying and selling commodities, without any restriction of time, or limitation to be imposed upon them by any officers or magistrates of the said Dominions or ports, they paying the accustomed duties for all goods and merchandize by them imported or exported; and further provided, that they trade with none but such as are citizens, or burgers of some city or town within the Kingdoms of Denmark or Norway, and that only by wholesale, and not by parcels or retail.

18. Furthermore, for the better encouragement of trade and commerce and for the utter avoiding of all frauds and disputes that may arise between the officers of ports and merchants, it is agreed and concluded, that all and singular duties shall be demanded and paid according to the printed tariffe (or book of rates), wherein shall be comprised all customs and duties to be paid, as well for goods in the respective ports, as for passage through the Sound: and to the end that this may be the more strictly observed, both Kings shall not only enjoin His officers and collectors of His customs under the highest penalty, not to do any thing that may frustrate or elude this agreement; but also that they do not, by molestation or exaction, cause any trouble, or offer any injury to the subjects of either King.

19. Moreover, it is concluded and agreed, that the King of Denmark shall constitute the overseers of His customs or others, commissioners for re-measuring all ships belonging to the subjects of the King of Great Britain trading in Norway, according to their burden and content, so as that what has been hitherto not rightly observed, either in excess or defect, may be hereafter reduced into better order.

20. But lest such freedom of navigation, or passage of the one Ally and His subjects and people, during the war that the other may have, by sea or land, with any other country, may be to the prejudice of the other Ally, and that goods and merchandize belonging to the enemy may be fraudulently concealed under colour of being in amity; for the preventing of fraud, and clearing all suspicion, it is thought fit, that the ships, goods and men, belonging to the other Confederate, in their passage and voyages, be accompanied with letters of passport and certificate; the forms whereof to be as follows:

CHARLES the Second, by the Grace of God, King of Great Britain, &c.

CHRISTIAN the Fifth, by the Grace of God, King of Denmark and Norway, &c.

BE it known unto all and singular to whom these our letters of safe conduct shall be shewn, that our subject and citizen of our City of _____ hath humbly represented unto us, that the ship called _____ of the burthen of _____ tons, doth belong unto them and others our subjects, and that they are sole owners and proprietors thereof, and is now laden with the goods which are contained in a schedule which she hath with her from the officers of our customs, and do solely, truly and really belong to our subjects or others in neutrality, bound immediately from the port of _____ to such other place or places, where she may conveniently trade with the said goods, being not prohibited, nor belonging to either of the Parties in hostility, or else find a freight; which the foresaid our subject having attested by a writing under his hand, and affirmed to be true by oath, under penalty of confiscation of the said

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goods, we have thought fit to grant him these our letters of safe conduct ; and therefore we do hereby respectively pray and desire all Governors of countries and seas, Kings, Princes, Commonwealths, and free Cities, and more especially the parties now in war, and their Commanders, Admirals, Generals, Officers, Governors of ports, Commanders of ships, Captains, Freighters, and all others whatsoever having any jurisdiction by sea, or the custody of any port whom the ship aforesaid shall chance to meet, or among whose fleet or ships it shall happen to fall or make stay in their ports, that by virtue of the league and amity, which we have with any King or State, they suffer the said master with the ship , persons, things, and all merchandize on board her, not only freely and without any molestation, detention or impediment, to any place whatsoever to pursue his voyage, but also to afford him all offices of civility, as to our subject, if there shall be occasion ; which upon the like or other occasion we and ours shall be ready to return.

Given the day of in the Year

WE, the President, Consuls and Senators of the City of do attest and certify, that on the day of in the year personally before us came and appeared citizen and inhabitant of the City or Town of and under the oath wherein he stands bound to our Sovereign Lord the King, did declare unto us, that the ship or vessel called of the burthen of tons doth belong to the port, city, or town of in the Province of ; and that the said ship doth justly belong only to him and others, subjects of our said Sovereign Lord, and now bound directly from the port of laden with the goods mentioned in a schedule received from the officers of the customs, and that he hath affirmed under the oath aforesaid, that the forementioned vessel with her goods and merchandize doth only belong to subjects of His Majesty, and doth carry no goods prohibited, which belong to either of the Parties now in war.

In testimony whereof, we have caused this certificate to be subscribed by the Syndic of our City, and sealed with our seal.

Given, &c.

When therefore the merchandize, goods, ships, or men of either of the Confederates and their subjects and people, shall meet in open sea, straits, ports, havens, lands, and places whatsoever ; the ships of war, whether public or private, or the men, subjects and people of the other Confederate, upon exhibiting only the foresaid letters of safe conduct and certificate, there shall be nothing more required of them, nor shall search be made after the goods, ships, or men, nor shall they be any other ways whatsoever molested or troubled ; but suffered with all freedom to pursue their intended voyage ; but if this solemn and set form of passport and certificate be not exhibited, or that there be any other just and urgent cause of suspicion, then shall the ship be searched ; which is nevertheless in this case only understood to be permitted, and not otherwise. If by either party any thing shall be committed contrary to the true meaning of this Article, against either of the Confederates, each of the said Confederates shall cause His subjects and people offending to be severely punished, and full and entire satisfaction to be forthwith given, and without delay, to the Party injured and His subjects and people for their whole loss and expences.

21. It is also concluded and agreed, that all ships of subjects and people of the King of Great Britain, together with their lading and merchandize, passing by the Port of Gluckstad, or other places and towns under the dominion of the King of Denmark, situate upon the Elbe stream, both going and returning, shall be free and exempt from all custom, impost, search, seizure,

and molestation, except only the case of search in the time of war, when the King of Denmark hath war with any other King or State.

22. If the subjects of either Prince be hurt or injured in the territories of the other; then the King of that place where the injury is done shall take care that speedy justice be administered according to the laws and customs of the country; and that the persons guilty be duly punished, with satisfaction to be made to the party wronged.

23. It also agreed, that no ships whatsoever, vessels, or merchandize laden on ships of whatsoever nature, kind, or quality, howsoever taken, belonging to any the subjects of either of the aforesaid Kings, under any colour or pretence whatsoever, be adjudged prize, unless by a judicial examination and process in form of law, in a Court of Admiralty for prizes taken at sea, in that behalf lawfully constituted.

24. Both parties shall cause justice and equity to be administered to the subjects and people of each other, according to the laws and statutes of either country, speedily, and without long and unnecessary formalities of law and expences, in all causes and controversies, as well now depending, as which may hereafter arise.

25. If the ships of either of the Confederates, and their subjects and people, whether they be merchantmen, or men of war, shall happen to run on ground, or fall upon rocks, or be forced to lighten themselves, or shall otherwise suffer shipwreck (which God forbid) upon the coasts of either King, the foresaid ships with their tackle, goods, and merchandize, or whatsoever shall be remaining of them, shall be restored to their owners and proprietors; provided they or their agents and proctors do claim the said ships and goods within the space of a year and a day after such shipwreck suffered, saving always the rights and customs of both nations. The subjects also and inhabitants dwelling upon the said coasts and shores, shall be obliged to come in to their help, in case of danger, and as much as in them lies to give their assistance; and shall do their utmost endeavour either for the freeing of the ship, or saving the goods, merchandize and apparel of the said ship, and what else of the same they shall be able, and for the conveying the same into some safe place in order to be restored to the owners; they paying salvage, and giving such recompense to the persons by whose assistance and diligence the said merchandize and goods shall have been recovered and preserved, as they shall deserve. And finally both parties, in case of such misfortune, shall see observed on their side, what they would desire to have observed and done on the other side.

26. The commanders of ships, or governors, soldiers, mariners and company belonging to the same; as also the ships themselves, and the goods and merchandize on board them, shall not be detained by any arrest or seizure upon any warrant either general or special, or for any cause, unless for the defence and preservation of the Kingdom; which yet shall not be understood to be meant of arrests laid by authority of law, for debt contracted upon any other lawful occasion whatsoever, in which case it shall be lawful to proceed according to the rules of justice and law.

27. It shall be free for the merchants of both Kingdoms, their factors and servants, and also the masters and mariners of ships upon the sea, and in other waters, as likewise in the ports, and upon the coasts and lands of either Confederate, going, returning and walking, for the defence of their persons and goods, to carry any kind of portable arms, as well offensive as defensive, so that they give no just cause of suspicion to the commanders

and magistrates of any place, of any plots or contrivances against the public or private peace.

28. The convoys or ships of war, of either Party, meeting in their voyage, or overtaking any merchant ships, or others belonging to the other Confederate or His subjects, and making the same course at sea, in Europe or out of Europe, shall be obliged to guard and defend them as long as they shall hold the same course together.

29. For the greater security of commerce and freedom of navigation, it is concluded and agreed, that neither Party, as much as may be, and shall lie in their powers, shall permit that public pirates or other robbers upon the sea, in any the ports of the other Kingdom or Country, have their receptacles or retreats, or shall suffer that any of the inhabitants, or people of either Prince, do receive them into their houses, or supply them with provisions or be otherwise assisting to them ; but on the contrary, shall endeavour that the said pirates or robbers, and their partisans and accomplices, be apprehended and punished according to their demerit, and the ships and goods, as much as can be found of them, restored to the lawful owners or their agents, provided their right be made appear by due proof of law in the Court of Admiralty.

30. It is concluded and agreed, that there shall be at all times free access for the subjects and people of either party, to the ports and coasts of both Princes, and it shall be lawful for them to remain therein, and from thence again to depart, and also to pass through the seas and territories whatsoever of either King respectively (not committing any waste or injury) not only with merchant ships and ships of burthen, but also with ships of war, whether the same be upon the public account, or acting by private commissions ; whether they enter by reason of tempest, and for avoiding the danger of the sea, or to refit or buy provisions : so that they exceed not the number of six ships of war, if they enter of their own accord, nor shall they remain longer in or about the ports, than shall be necessary for the refitting of their ships, buying provisions or other necessaries : and if they should upon occasion desire to come into the said ports with a greater number of ships of war, it shall in no wise be lawful for them to enter thereinto, without first giving timely notice by letter of their coming, and obtaining leave of those to whom the foresaid ports belong. But if by force of tempest or other urgent necessity, they shall be compelled to put into harbour, in such case, without any precedent notice, the ships shall not be restrained to a certain number ; but with this condition nevertheless, that their Admiral or Commander in Chief presently after his arrival shall make acquainted the chief Magistrate or Commander of the place, haven, or coast, whither they are come, with the cause of his coming ; nor shall he stay longer there than shall be permitted him by the chief Magistrate or Commander, and shall not act or attempt any hostility in the ports whereinto he hath betaken himself, or any thing prejudicial to Him of the two Confederates to whom they shall belong.

31. It shall not be lawful for the subjects of either King, or the inhabitants of the Kingdoms or lands under their obedience, to procure of any Prince or State, who is at difference, or in open war with either of the Confederates, letters patents called commissions or reprisals, much less by virtue of such letters to molest or damnify the subjects of either. Both the said Kings shall strictly prohibit their subjects respectively, that they do not procure or accept from other Princes or States any such commissions ; but shall, as much as in them lies, forbid and hinder the committing of any depredations by virtue of such commissions.

32. If any ship or ships belonging to the subjects of either King be taken in the ports of either, by a third party, they, in whose port, or within whose jurisdiction whatsoever the foresaid ships shall be taken, shall be mutually obliged to use their endeavour, together with the other party, for the finding and retaking the said ship or ships, and restoring them to the owners; which nevertheless shall be done at the charge of the said owners, or the parties interested.

33. But if also in the ships taken by the subjects of either Confederate, and brought into any port belonging to the other, there be found any seamen or other persons who are subjects of that Confederate, into whose ports or rivers the prize shall be brought, they shall be civilly used by those who have taken them, and restored to their liberty forthwith, and without ransom.

34. But if a ship of war or any other, laden with prohibited goods, belonging to the other Crown, happen to be taken; it shall not be lawful for the captains or commanders who have taken her to open or break up any chests, tons, or bales on board the said ship, nor likewise to transport or otherwise alienate any of her merchandize, until they have been first put on shore, and an inventory thereof made before the Judges of the Admiralty.

35. And for the greater security of the subjects of both Kings, and for preventing of all violence towards them from the said ships of war; all commanders of any of the ships of war belonging to the King of Great Britain, and all other His subjects whatsoever, shall be strictly charged and required, that they do not molest or injure the subjects of the King of Denmark; if they shall do otherwise, they shall be liable to answer it in their persons and estates, and shall therein stand bound until just satisfaction and compensation shall be made for the wrongs by them done, and the damage thereby sustained or to be sustained: in like manner shall all commanders of the ships of war belonging to the King of Denmark, and all other His subjects whatsoever, be straightly under the same penalties charged and required, that they do not molest or injure the said subjects of the King of Great Britain; provided nevertheless, that all the aforesaid actions be examined and adjudged by due and legal proceeding in the Court of Admiralty of both Kings; or if it shall rather seem meet to either of the parties, being a stranger in the place where the controversy is to be decided, they shall be examined before certain commissioners, which both Kings, so soon as they shall be desired, shall appoint to that end, that so proceedings by this means may not only be carried on without great expences, but also ended within three months at farthest.

36. Both Kings shall take care that judgment and sentence in things taken at sea, be given according to the rules of justice and equity, by persons not suspected or interested, and being once given by such judges as aforesaid, they shall straightly charge and require their officers, and whom it shall concern, to see the same put in due execution according to the form and tenor thereof.

37. If the Ambassadors of either King, or any other public ministers residing with the other King, shall happen to make complaint of any such sentence, that King to whom complaint shall be made shall cause the said judgment and sentence to be re-heard and examined in His council; that it may appear whether all things requisite and necessary have been performed according to the rules of this Treaty, and with due caution: if the contrary

shall happen, it shall be redressed, which is to be done at the furthest within three months' time.

Neither shall it be lawful either before the giving of the first sentence, or afterwards, during the time of re-hearing, to unlade or sell and make away the goods in controversy, unless it happen to be done by consent of parties, and to prevent the perishing of the said goods and merchandize.

38. The said Kings shall have in each other's Court, their ministers, and in certain ports, their Consuls, for the better and more easy communicating and proposing such things as they shall think advantageous to the public interest, or private concerns of any particular person.

39. No private injury shall in anywise letten this Treaty, nor shall raise any discord or hatred between the foresaid nations, but every man shall answer for his own doings, and shall be responsible therefore; nor shall one man suffer for that which another has offended in, by having recourse to reprisals, or such like rigorous proceedings, unless justice be denied or delayed longer than is fitting. It which case it shall be lawful for that King, whose subject has received the injury, to proceed according to the rules and prescriptions of the law of nations, until reparation be made to the party injured: provided notwithstanding that He have first in due manner advertised the other King thereof.

40. Also it is agreed, that if the Hollander, or any other nation whatsoever (the Swedish nation only excepted) hath already or shall hereafter obtain any better Articles, Agreement, exemptions, or privileges than what are contained in this Treaty, from the King of Denmark, that the same and like privileges shall be likewise granted to the King of Great Britain and His subjects, effectually and fully to all intents and purposes; and on the other side, if the Hollander or any other nation whatsoever, hath or shall obtain from His Majesty of Great Britain, any better Articles, Agreements, exemptions, or privileges than what are contained in this Treaty, that the same and like privileges shall be granted to the King of Denmark and His subjects also, in most full and effectual manner.

41. It is also concluded, that former Treaties and Leagues, at any time heretofore made between the aforesaid Confederates or their predecessors, Kings, as well for the Kingdoms of Great Britain, &c. as for the hereditary Kingdoms of Denmark and Norway, &c. respectively, be not in the least reputed or taken to be broken and abolished, by any agreement, covenants, or Articles in the present Treaty contained; but that the same remain in full force, effect, and virtue, so far as they are not contrary or repugnant to the present Treaty, or any Article therein contained.

42. Finally, it is covenanted, concluded, and agreed, that the foresaid Kings shall sincerely and bonâ fide observe all and singular the Articles contained and set down in this Treaty, and shall cause them to be observed by their subjects and people; nor shall transgress the same directly or indirectly, or suffer the same to be transgressed by their subjects or people, and shall ratify and confirm all and singular the premises as before agreed, by letters patent subscribed with their hands, and sealed with their great seals in good, sufficient, and effectual form, and shall deliver the same reciprocally within three months after the date of these presents, or cause them to be delivered, in good faith and reality, and with effect.

Given at Copenhagen, the 12th day of July 1670.

His Majesty the King of Denmark and Norway, and His Majesty the King of Great Britain, animated with an equal desire to do away the differences which the doubtful interpretation of the Third Article of the Treaty of Alliance and Commerce, concluded in 1670, between Their Majesties Christian V. and Charles II., of glorious memory, has occasioned, and desirous of preventing whatever might disturb in future the sincere and reciprocal friendship that unites them, have agreed to substitute for the aforesaid Article, an Explanatory Article, conceived in the manner and tenour following :

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**Declaration,
signed at Copenhagen 4th July
1780 (1), explanatory of the 3d
Article of the
Treaty of 1670.**

The two Contracting Sovereigns reciprocally engage, for themselves and their Successors, not to furnish to the enemies of either Party in time of war, any succour, neither soldiers, nor vessels, nor any effects and merchandize called contraband ; and in like manner to prohibit their subjects from so doing, and to punish severely, and as destroyers of the peace, those who should dare to act contrary to their prohibitions in this respect ; but in order to leave no doubt upon what is to be understood by the term contraband, it is agreed that this denomination is meant only to comprehend arms, as well fire-arms as other kinds, with their furniture, as cannon, muskets, mortars, petards, bombs, grenades, carcasses, saucisses, carriages for cannon, musket-rests, bandoleers, gunpowder, matches, saltpetre, balls, pikes, swords, helmets, cuirasses, halberts, lances, javelins, horses, saddles, pistol holsters, belts, and generally all other warlike implements, also ship-timber, tar, pitch, and rosin, sheet copper, sails, hemp, and cordage, and generally whatever immediately serves for the equipment of vessels ; unwrought iron and deal planks, however, excepted.

**Explanatory
Article.**

But it is expressly declared that this kind of contraband merchandize shall by no means comprehend fish and flesh, fresh or salted, wheat, flour, corn, or other grain, vegetables, oil, wine, and generally whatever serves for the nourishment and support of life, so that all these articles may always be sold and transported like other merchandize, even to places in the possession of an enemy of the two Crowns, provided that such places are neither besieged nor blockaded.

And Their Majesties being desirous that this Article, as it is actually settled, should hold precisely the place of that for which it is substituted, so that it shall have the same effect and validity as if it were inserted word for word in the said Treaty, and that it should be considered as authentic and obligatory as the Treaty itself ; they have agreed that it should be so declared and decreed by a Declaration signed by the Minister for Foreign Affairs.

For which purpose His Danish Majesty has authorized and furnished the undersigned with His full Powers, and in virtue of which I have executed this present Act, serving as a Declaration to fix the 3d Article of the Treaty of 1670, in the manner in which it is found written and inserted in this Act, signed with my hand.

Done at Copenhagen, the 4th July 1780.

Signed

A. BERNSTORFF, (L.S.)

In the Name of the Most Holy and Undivided Trinity. His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the Emperor of all the Russias, having, in pursuance of Their mutual desire to terminate, in the most equitable manner, the differences which had arisen between Them, as well as between Great Britain and the other Maritime

**Treaty between
Great Britain and
Denmark.
Signed at Mos-
cow 28d Oct.
1801. (2)**

**(1) Renewed by Article 7. of the Treaty
of Kiel, 1814.**

**(2) Renewed by Article 7. of the Treaty
of Kiel, 1814.**

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**Accession of the
King of Den-
mark and Nor-
way to the Con-
vention between
Great Britain
and Russia, of
the 17th June
1801.**

Powers of the North, respecting the navigation of Their respective subjects, concluded a Convention, signed by their Plenipotentiaries, at St. Petersburg, the 17th June of the present year: and Their common solicitude extending itself not only to prevent similar altercations in future, and the troubles which might result therefrom, by establishing and applying the principles and rights of neutrality in Their respective Monarchies, but also to render this system common and equally advantageous to the Maritime Powers of the North; it was stipulated by Article 9. of the said Convention, that His Danish Majesty should be invited by His Majesty the Emperor of all the Russias, in the name of the high Contracting Parties, to accede to the said Convention; and His Majesty the King of Denmark and Norway, animated with the same sentiments of conciliation and peace, and desirous of removing every thing which has interrupted or might hereafter interrupt the good understanding between Their Britannic and Danish Majesties, and to re-establish fully on its former footing the ancient harmony and state of things, such as they existed by His Danish Majesty's Treaties and Conventions with Great Britain, His said Majesty has not hesitated to listen to the invitation made to Him to accede to the said Convention, signed at St. Petersburg the 17th June last.

To effect this salutary purpose, and to give to this Act of Accession, and to the acceptance of His Britannic Majesty, every possible authenticity, and every accustomed solemnity, Their said Majesties have named for their Plenipotentiaries, viz. — His Majesty the King of the United Kingdom of Great Britain and Ireland, Alleyne Lord Baron St. Helens, a Peer of the said United Kingdom, one of His said Majesty's Most Honourable Privy Council, and His Ambassador Extraordinary and Plenipotentiary to His Majesty the Emperor of all the Russias; and His Majesty the King of Denmark and Norway, the Sieur Francis Xavier Joseph Count de Danneskiold Löwendal, Count of the Holy Roman Empire, Knight of the Order of St. John of Jerusalem, Major General in the service of His Danish Majesty, Commander of His Marine Forces, and His Envoy Extraordinary and Minister Plenipotentiary to His Majesty the Emperor of all the Russias; who, after having reciprocally exchanged their full Powers, found to be in good and due form, have concluded and agreed, that all the Articles of the Convention concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the Emperor of all the Russias, the 17th June of the present year, as well as the separate Articles annexed thereto, and the additional ones concluded the 20th October 1801, by the Plenipotentiaries of Their said Majesties, in all the clauses, conditions, and obligations, are to be considered as having been agreed upon, done, and concluded, word for word, by their Britannic and Danish Majesties Themselves, in quality of principal Contracting Parties, save and except the differences which result from the nature of the Treaties and Engagements antecedently subsisting between England and Denmark, of which the continuance and renewal are secured by the aforesaid Convention; and with the express stipulation on the part of the High Contracting and acceding Parties, that the stipulation of the Second Article of the Additional Articles, signed at Moscow the 20th October 1801, by the Plenipotentiaries of Their Britannic and Imperial Majesties, which fixes that the adjudication of causes in litigation shall, in the last resort, be carried by appeal, in Russia, before the Directing Senate, and in Great Britain before His Majesty's Privy Council, is to be understood, as, with regard to Denmark, that the said adjudications shall be there carried by appeal before the Supreme Tribunal of that Kingdom.

In order to prevent any inaccuracy, it has been agreed that the said Convention, signed the 17th June, (the separate Articles annexed thereto,)

and the additional ones concluded the 20th October 1801, should be inserted here word for word as follows :

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In the Name of the Most Holy and Undivided Trinity. The mutual desire of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Majesty the Emperor of all the Russias, being not only to come to an understanding between themselves with respect to the differences which have lately interrupted the good understanding and friendly relations which subsisted between the two States ; but also to prevent, by frank and precise explanations upon the navigation of their respective subjects, the renewal of similar altercations and troubles which might be the consequence of them ; and the common object of the solicitude of Their said Majesties being to settle, as soon as can be done, an equitable arrangement of those differences, and an invariable determination of their principles upon the rights of neutrality, in their application to Their respective Monarchies, in order to unite more closely the ties of friendship and good intercourse, of which they acknowledge the utility and the benefits ; have named and chosen for their Plenipotentiaries, viz. His Majesty the King of the United Kingdom of Great Britain and Ireland, Alleyne Lord Baron St. Helens, His said Majesty's Privy Counsellor and His Ambassador Extraordinary and Plenipotentiary to His Majesty the Emperor of all the Russias ; and His Majesty the Emperor of all the Russias, Sieur Nikita Count de Panin, His Privy Counsellor, Minister of State for the Department of Foreign Affairs, present Chamberlain, Knight Grand Cross of the Order of St. Alexander Newsky, and of St. Anne of the First Class, of that of St. Ferdinand, and of Merit, of the Red Eagle, and of St. Lazarus ; who, after having communicated their respective full Powers, and found them in good and due form, have agreed upon the following Points and Articles :

Convention between Great Britain and Russia. Signed at St. Petersburg the 17th June 1801.

I. There shall be hereafter between His Britannic Majesty and His Imperial Majesty of all the Russias, their Subjects, the States and Countries under their dominion, good and unalterable friendship and understanding, and all the political, commercial, and other relations of common utility between the respective subjects, shall subsist as formerly, without their being disturbed or troubled in any manner whatever.

II. His Britannic Majesty and the Emperor of all the Russias declare, that they will watch over the most rigorous execution of the prohibitions against the trade of contraband of their subjects with the enemies of either of the two high Contracting Parties.

III. His Britannic Majesty and His Imperial Majesty of all the Russias, having resolved to place under a sufficient safeguard the freedom of commerce and navigation of their subjects, in case one of them shall be at war, whilst the other shall be neuter, have agreed :

1. That the ships of the neutral Power may navigate freely to the ports, and upon the coasts of the nations at war.

2. That the effects embarked on board neutral ships shall be free, with the exception of contraband of war, and of enemy's property ; and it is agreed not to comprise under the denomination of the latter, the merchandize of the produce, growth, or manufacture of the countries at war, which should have been acquired by the subjects of the neutral Power, and should be transported for their account, which merchandize cannot be excepted in any case from the freedom granted to the flag of the said Power.

3. That in order to avoid all equivocation and misunderstanding of what ought to be considered as contraband of war, His Britannic Majesty, and His Imperial Majesty of all the Russias, declare, conformably to Article 11 of the Treaty of Commerce concluded between the two Crowns, on the

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10th (21st) February 1797, that they acknowledge as such the following articles only, viz.—Cannons, mortars, fire-arms, pistols, bombs, grenades, balls, bullets, firelocks, flints, matches, gunpowder, saltpetre, sulphur, cuirasses, pikes, swords, sword-belts, knapsacks, saddles and bridles, excepting, however, the quantity of the said articles which may be necessary for the defence of the ship and those who compose the crew; and all other articles whatever not enumerated here shall not be reputed warlike and naval stores, nor be subject to confiscation, and of course shall pass freely, without being subjected to the smallest difficulty, unless they be considered enemy's property in the sense above specified. It is also agreed, that that which is stipulated in the present Article shall not be prejudicial to the particular stipulations of one or the other Crown with other Powers, by which articles of a similar kind should be reserved, prohibited, or permitted.

4. That in order to determine what characterises a blockaded port, that denomination is given only to a port where there is, by the dispositions of the Power which attacks it with ships, stationary, or sufficiently near, an evident danger in entering.

5. That the ships of the neutral Power shall not be stopped but upon just causes and evident facts: that they be tried without delay, and that the proceeding be always uniform, prompt, and legal.

In order the better to ensure the respect due to these stipulations, dictated by the sincere desire of conciliating every interest, and to give a new proof of their uprightness and love of justice, the high Contracting Parties enter here into the most formal engagement to renew the severest prohibitions to their Captains, whether of ships of war or merchantmen, to take, keep, or conceal on board their ships, any of the articles which, in the terms of the present Convention, may be reputed contraband, and respectively to take care of the execution of the orders which they shall have published in their Admiralties, and wherever it shall be necessary.

IV. The two high Contracting Parties, wishing also to prevent all subject of dissention in future, by limiting the right of search of merchant ships going under convoy, to those cases only in which the Belligerent Power might experience a real prejudice by the abuse of the neutral flag, have agreed:

1. That the right of searching merchant ships belonging to the subjects of one of the Contracting Powers, and navigating under convoy of a ship of war of the said Power, shall only be exercised by ships of war of the Belligerent Party, and shall never extend to letters-of-marque, privateers, or other vessels which do not belong to the Royal or Imperial fleet of their Majesties, but which their subjects shall have fitted out for war.

2. That the proprietors of all merchant ships belonging to the subjects of one of the Contracting Sovereigns, which shall be destined to sail under convoy of a ship of war, shall be required, before they receive their sailing orders, to produce to the commander of the convoy, their passports and certificates, or sea letters, in the form annexed to the present Treaty.

3. That when such ship of war, having under convoy merchant ships, shall be met with by a ship or ships of war of the other Contracting Party, who shall then be in a state of war, in order to avoid all disorder, they shall keep out of cannon shot, unless the state of the sea, or the place of meeting, render a nearer approach necessary; and the commander of the ship of the Belligerent Power shall send a boat on board the convoy, where they shall proceed reciprocally to the verification of the papers and certificates that are to prove on one part, that the ship of war is authorized to take under its escort such or such merchant ships of its nation, laden with such a cargo, and for such a port: on the other part, that the ship of war of the Belligerent Party belongs to the Royal or Imperial fleet of their Majesties.

4. This verification made, no search shall take place, if the papers are found in form, and if there exists no good motive for suspicion. In the contrary case, the commander of the neutral ship of war (being duly required thereto by the commander of the ship or ships of war of the Belligerent Power) is to bring to and detain his convoy during the time necessary for the search of the ships which compose it, and he shall have the faculty of naming and delegating one or more officers to assist at the search of the said ships, which shall be done in his presence, on board each merchant ship, conjointly with one or more officers appointed by the commander of the ship of the Belligerent Party.

5. If it happen that the commander of the ship or ships of the Power at war, having examined the papers found on board, and having interrogated the master and crew of the ship, shall see just and sufficient reason to detain the merchant ship in order to proceed to an ulterior search, he shall notify such intention to the commander of the convoy, who shall have the power to order an officer to remain on board the ship thus detained, and to assist at the examination of the cause of her detention. The merchant ship shall be carried immediately to the nearest and most convenient port belonging to the Belligerent Power, and the ulterior search shall be carried on with all possible diligence.

V. It is in like manner agreed, that if any merchant ship thus convoyed should be detained without just and sufficient cause, the commander of the ship or ships of war of the Belligerent Power shall not only be bound to make to the owners of the ship and of the cargo a full and perfect compensation for all the losses, expences, damages, and costs occasioned by such a detention, but shall moreover undergo an ulterior punishment for every act of violence or other fault which he may have committed, according as the nature of the case may require. On the other hand, the convoying ship shall not be permitted, under any pretext whatsoever, to resist by force the detention of the merchant ship or ships by the ship or ships of war of the Belligerent Power; an obligation to which the commander of a ship of war with convoy is not bound to observe towards letters-of-marque and privateers.

VI. The high Contracting Parties shall give precise and efficacious orders, that the judgments upon prizes made at sea shall be conformable with the rules of the most exact justice and equity; that they shall be given by Judges above suspicion, and who shall not be interested in the affair in question. The Government of the respective States shall take care that the said decisions shall be speedily and duly executed, according to the forms prescribed. And in case of an unfounded detention, or other contravention to the regulations stipulated by the present Article, the owners of such ship and cargo shall be allowed damages proportioned to the loss occasioned thereby. The rules to observe for these damages, and for the case of unfounded detention, as also the principles to follow for the purpose of accelerating the process, shall be the matter of Additional Articles, which the Contracting Parties agree to settle between them, and which shall have the same force and validity as if they were inserted in the present Act. For this effect, their Britannic and Imperial Majesties mutually engage to put their hand to the salutary work, which may serve for the completion of these stipulations, and to communicate to each other, without delay, the views which may be suggested to them by their equal solicitude to prevent the least grounds for dispute in future.

VII. To obviate all the inconveniencies which may arise from the bad faith of those who avail themselves of the flag of a nation without belonging to it, it is agreed to establish for an inviolable rule, that any vessel whatever, in order to be considered as the property of the country, the flag of which it

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carries, must have on board the captain of the ship, and one half of the crew of the people of that country, and the papers and passports in due and perfect form; but every vessel which shall not observe this rule, and which shall infringe the ordinances published on that head, shall lose all rights to the protection of the Contracting Powers.

VIII. The principles and measures adopted by the present Act shall be alike applicable to all the maritime wars in which one of the two Powers may be engaged, whilst the other remains neutral. These stipulations shall in consequence be regarded as permanent, and shall serve for a constant rule to the Contracting Powers in matters of commerce and navigation.

IX. His Majesty the King of Denmark, and His Majesty the King of Sweden, shall be immediately invited by His Imperial Majesty, in the name of the two Contracting Parties, to accede to the present Convention, and at the same time to renew and confirm their respective Treaties of commerce with His Britannic Majesty; and His said Majesty engages, by Acts which shall have established that agreement, to render and restore to each of these Powers, all the prizes that have been taken from them, as well as the territories and countries under their dominion, which have been conquered by the arms of His Britannic Majesty since the rupture, in the state in which those possessions were found at the period at which the troops of His Britannic Majesty entered them. The orders of His said Majesty for the restitution of those prizes and conquests shall be immediately expedited after the exchange of the ratifications of the Acts by which Sweden and Denmark shall accede to the present Treaty.

X. The present Convention shall be ratified by the two Contracting Parties, and the ratifications exchanged at St. Petersburg in the space of two months at furthest, from the day of the signature.

In faith of which the respective Plenipotentiaries have caused to be made two copies thereof, perfectly similar, signed with their hands, and have caused the seal of their arms to be affixed thereto.

Done at St. Petersburg the 17th June 1801.

Signed ST. HELENS, (L.S.) N. CTR. DE PANIN, (L.S.)

Formula of the
Passports and
Sea Letters
which are to be
delivered to ships
and vessels, con-
formable to Art. 4.
of the present
Treaty.

Be it known that we have given leave and permission to N—, of the city or place of N—, master and conductor of the ship N—, belonging to N—, of the port of N, of— tons or thereabouts, now lying in the port or harbour of N—, to sail from thence to N, laden with N—, on account of N—, after the said ship shall have been visited before its departure in the usual manner by the officers appointed for that purpose; and the said N—, or such other as shall be vested with powers to replace him, shall be obliged to produce in every port or harbour which he shall enter with the said vessel to the officers of the place, the present licence, and to carry the flag of N—, during his voyage.

In faith of which, &c.

Additional Arti-
cles to the Con-
vention between
Great Britain
and Russia, con-
cluded at St. Pe-
tersburgh the
17th June 1801.
Signed at Mos-
cow the 20th
October 1801.

Whereas by the 6th Article of the Convention concluded the 17th June 1801, between His Britannic Majesty and His Imperial Majesty of all the Russias, it was stipulated that the two high Contracting Parties should mutually agree on some Additional Articles, which should fix the regulations and principles to be observed, as well for accelerating the judicial proceedings upon captures made at sea, as for the damages which should be allowed to the owners of neutral ships and cargoes, in cases of unfounded detention, their said Majesties have named and authorised for this purpose, viz. His Majesty the King of the United Kingdom of Great Britain and Ireland,

Alleyne Lord Baron St. Helens, a Peer of the said United Kingdom, one of His said Majesty's Most Honourable Privy Council, and His Ambassador Extraordinary and Plenipotentiary to His Majesty the Emperor of all the Russias; and His Majesty the Emperor of all the Russias, the Sieur Alexander, Prince de Kourakin, His Vice-Chancellor, Actual Privy Counsellor, Minister of the Council of State, Actual Chamberlain, Grand Chancellor of the Sovereign Order of St. John of Jerusalem, and Knight of the Russian Orders of St. Andrew, of St. Alexander Newsky, and of St. Anne of the first class; of those of Prussia, of the Black and Red Eagles; of those of Denmark, of the Dannebrog and of the Perfect Union; and Grand Cross of the Sovereign Order of St. John of Jerusalem: and the Sieur Victor Count de Kotschoubey, His Actual Privy Counsellor, Minister for the Department for Foreign Affairs, Senator, Actual Chamberlain, and Knight of the Orders of St. Alexander Newsky, of St. Vladimir of the second class; and Commander of the Sovereign Order of St. John of Jerusalem; who, in virtue of their respective full Powers, have agreed upon the following Articles:—

1. In case of unfounded detention or other contravention of the established Regulations, the owners of the vessel and cargo so detained shall be allowed compensation for each day's demurrage, proportionate to the loss they shall have sustained, according to the freight of the said ship, and the nature of its cargo.

2. If the ministers of one of the high Contracting Parties, or any other persons accredited by the same to the Belligerent Power, should remonstrate against the sentence which shall have been passed by the respective Courts of Admiralty upon the said captures, appeal shall be made in Russia, to the Directing Senate, and in Great Britain, to His Majesty's Privy Council.

3. Care shall be taken, on both sides, scrupulously to examine whether the regulations and precautions agreed upon in the present Convention have been observed, which shall be done with all possible dispatch. The two high Contracting Parties moreover mutually engage to adopt the most efficacious measures, in order to prevent the sentences of their several Tribunals, respecting captures made at sea, being subject to any unnecessary delay.

4. The goods in litigation cannot be sold or unloaded before final judgment, without an urgent and real necessity, which shall have been proved before the Court of Admiralty, and by virtue of a commission to this effect; and the captors shall by no means be permitted to remove or take away, on their own authority, either openly or clandestinely, any thing from a vessel so detained.

These Additional Articles, making part of the Convention signed the 17th June 1801, in the names of their Britannic and Imperial Majesties, shall have the same force and validity as if they were inserted word for word in the said Convention.

In witness whereof, we, the undersigned, furnished with the full Powers of their said Majesties, have signed, in their names, the present Additional Articles, and have affixed the seal of our arms thereto.

Done at Moscow the 20th October 1801.

Signed

ST. HELENS, (L.S.)

LE PRINCE DE KOURAKIN, (L.S.)

LE COMTE DE KOTSCHOUBEY, (L.S.)

In consequence of all which, His Majesty the King of Denmark accedes, by virtue of the present Act, to the said Convention, and to the said separate

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DENMARK.

and Additional Articles, such as they are herein-before transcribed, without any exception or reserve, declaring and promising to fulfil all the clauses, conditions, and obligations thereof, as far as regards Himself; and His Majesty the King of the United Kingdom of Great Britain and Ireland, accepts the present Accession of His Danish Majesty, and in like manner promises, on His part, to fulfil all the Articles, Clauses, and Conditions contained in the said Convention, and the separate and Additional Articles herein-before inserted, without any exception or reserve.

The ratifications of the present Act of Accession and Acceptance shall be exchanged in the space of two months, or sooner if possible; and the stipulations of the said Convention shall, at the same time, be carried into execution as speedily as possible, regard being had to the full and entire re-establishment of the state of things, such as it was before the period of the misunderstandings, which are now so happily terminated.

In witness whereof, we, the undersigned, by virtue of our full Powers, have signed the present Act, and have thereunto affixed the seal of our arms.

Done at Moscow, the 23d October 1801.

Signed

ST. HELENS, (L.S.) F. X. J. COMTE DE DANNESKIOLD-LOWENDAL, (L.S.)

Treaty of Peace,
between Great
Britain and Den-
mark. Signed
at Kiel, 14th
January 1814.

1. From the moment of the signature of the present Treaty, there shall be peace and friendship between their Majesties the King of the United Kingdom of Great Britain and Ireland, and the King of Denmark, and between their respective Kingdoms, States, and subjects, in all parts of the world. All hostilities between them shall cease, and all prizes taken from the subjects of the respective nations shall be considered as null from the day of the signature of the present Treaty, and shall be restored on both sides to their respective owners.

2. The respective prisoners of war shall, immediately after the ratification of the present Treaty, be restored, *en masse*, on payment, on both sides, of the private debts which they shall have contracted.

3. His Majesty the King of the United Kingdom of Great Britain and Ireland consents to restore to His Danish Majesty all the possessions and colonies which have been conquered by the British arms in this present war, except the Island of Heligoland, which His Britannic Majesty reserves to Himself with full and unlimited sovereignty.

4. The restoring of the colonies shall be performed according to the same rules and principles which were laid down when His Britannic Majesty gave up to His Danish Majesty these same colonies in the year 1801. With regard to the Island of Anholt, it is agreed that it shall be given back one month after the ratification of the present Treaty, unless the season and the difficulty of navigation should present insurmountable obstacles.

7. The commercial relations between the subjects of the high Contracting Parties shall again return to the usual order, as existing before the present war began. (1) They moreover reciprocally agree to adopt measures, as soon as possible, for giving the same greater force and extent.

8. His Majesty the King of the United Kingdom of Great Britain and Ireland, and the British nation, being extremely desirous of totally abolishing the Slave Trade, the King of Denmark engages to co-operate with His said Majesty for the completion of so beneficent a work, and to prohibit all

His subjects, in the most effectual manner, and by the most solemn laws, from taking any share in such trade.

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11. The sequestrations which have been laid, by either of the Contracting Parties, on property not already confiscated or condemned, shall be raised immediately after the ratification of this Treaty.

12. His Majesty the King of Sweden having engaged, by Article 6. of the Treaty of Alliance with His Britannic Majesty, concluded at Stockholm, the 3d of March 1813, to grant for a period of twenty years, to be computed from the exchange of the ratifications of the said Treaty (1), to the subjects of His Britannic Majesty, the privileges of dépôt in the port of Stralsund; of all articles being the growth or manufacture of Great Britain, or of her colonies, laden on board of British or Swedish vessels, on paying a duty of one per cent. ad valorem, on such articles and merchandize, on import and export; His Majesty the King of Denmark promises to fulfil, in His new character of Sovereign of Swedish Pomerania, the said stipulation, by substituting Danish for Swedish bottoms.

13. All the ancient Treaties of Peace and Commerce between the former Sovereigns of England and Denmark are hereby renewed in their full extent, so far as they are not contradictory to the stipulations of the present Treaty.

Done at Kiel, the 14th January 1814.

Signed

EDWARD THORNTON, (L.S.)

EDMUND BOURKE, (L.S.)

1. The evacuations, cessions, and restitutions, stipulated by the above mentioned Treaty, shall be executed in Europe within a month, in the seas of America within three months, and in the continent and seas of Asia within six months, after the ratifications of the Definitive Treaty.

Additional Articles to the preceding Treaty.
Signed at Liege,
7th April 1814.

2. It is further agreed, that in all the cases of cession stipulated, there shall be allowed to the inhabitants, of whatever condition or nation they may be, a term of three years, reckoning from the ratification of the present Treaty, to dispose of their property, acquired and possessed whether before or in the course of the war; during which term of three years they shall be at liberty freely to exercise their religion, and to enjoy their property. The same facility is granted within the countries restored, to all persons, inhabitants or others, who shall have formed any establishments during the time which those countries were possessed by Great Britain.

In respect to the inhabitants of the countries restored or ceded, it is agreed that no one shall be prosecuted, disturbed, or troubled, either personally or in his property, under any pretext, on account of his political opinions or conduct, or of his attachment to either of the high Contracting Parties, or for any other cause, unless it be for debts contracted with individuals, or for acts subsequent to the present Treaty.

3. The decision of every claim between individuals of the respective nations for any debts, property, effects, or rights whatever, which conformably to common usage and the law of nations ought to be brought forward, shall be referred to the competent tribunals, and in such cases there shall be prompt and complete justice rendered in the countries where the claims are respectively put forth.

Done at Liege, the 7th April 1814.

Signed

EDWARD THORNTON, (L.S.)

EDMUND BOURKE, (L.S.)

(1) Ratifications exchanged at Stockholm, 7th April 1813.

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Additional Article.

It is agreed between the two high Contracting Parties, that the same security of person and property, which has been stipulated by the Additional Articles signed this day, for the inhabitants of the restored or ceded countries, shall be afforded to all the subjects of His Majesty the King of the United Kingdom of Great Britain and Ireland, whether British or Hanoverians, and of His Majesty the King of Denmark, who shall have taken an active part in the present war, which has disturbed so many countries, and that no one shall be prosecuted; disturbed, or troubled, on account of his political conduct or opinions during the course of the war.

Done at Liege, the 7th April 1814.

Signed

EDWARD THORNTON; (L.S.)

EDMUND BOURKE, (L.S.)

AUSTRIA AND PRUSSIA. (1)

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AUSTRIA
AND PRUSSIA.

Preliminary
Treaty of Alliance between
Great Britain
and Austria.
Signed at Toplitz, 3d October
1813.

1. THERE shall be a sincere and lasting friendship and union between His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the Emperor of Austria, their heirs and successors; and the ancient ties which subsisted between the two courts shall be re-established in their fullest extent.

6. The commercial relations between the two countries are re-established on both sides.

Signed at Toplitz, 3d October 1813.

Signed

ABERDEEN.

—

{ CLEMENT WENCESLAS LOTHAIK,
Comte de METTERNICH WINNEBOURG-
OCHSENHAUSEN.

General Treaty,
signed in Congress at Vienna,
9 June 1815. (2)

96. The general principles, adopted by the Congress at Vienna, for the navigation of rivers, shall be applicable to that of the Po.

Commissioners shall be named by the states bordering on rivers, within three months at latest after the termination of the Congress, to regulate all that concerns the execution of the present article.

108. The Powers whose states are separated or crossed by the same navigable river, engage to regulate, by common consent, all that regards its navigation. For this purpose they will name Commissioners, who shall assemble, at latest, within six months after the termination of the Congress, and who shall adopt, as the basis of their proceedings, the principles established by the following articles.

109. The navigation of the rivers, along their whole course, referred to in the preceding article, from the point where each of them becomes navigable; to its mouth, shall be entirely free, and shall not, in respect to commerce, be prohibited to any one; it being understood that the regulations established with regard to the police of this navigation shall be respected; as they will be framed alike for all, and as favourable as possible to the commerce of all nations.

(1) As to Treaties between Great Britain, Austria, and Prussia in particular, and decisions thereon, see ante; 1 vol. 620.

(2) Since acceded to by all the other powers of Europe.

110. The system that shall be established, both for the collection of the duties and for the maintenance of the police, shall be, as nearly as possible, the same along the whole course of the river; and shall also extend, unless particular circumstances prevent it, to those of its branches and junctions, which, in their navigable course, separate or traverse different states.

111. The duties on navigation shall be regulated in an uniform and settled manner, and with as little reference as possible to the different quality of the merchandize, in order that a minute examination of the cargo may be rendered unnecessary, except with a view to prevent fraud and evasion. The amount of the duties, which shall in no case exceed those now paid, shall be determined by local circumstances, which scarcely allow of a general rule in this respect. The tariff shall, however, be prepared in such a manner as to encourage commerce by facilitating navigation; for which purpose the duties established upon the Rhine, and now in force on that river, may serve as an approximating rule for its construction.

The tariff once settled, no increase shall take place therein, except by the common consent of the states bordering on the rivers; nor shall the navigation be burthened with any other duties than those fixed in the regulation.

112. The offices for the collection of duties, the number of which shall be reduced as much as possible, shall be determined upon in the above regulation, and no change shall afterwards be made, but by common consent, unless any of the States bordering on the Rivers should wish to diminish the number of those which exclusively belong to the same.

113. Each State bordering on the Rivers is to be at the expense of keeping in good repair the towing paths which pass through its territory, and of maintaining the necessary works through the same extent in the channels of the river, in order that no obstacle may be experienced to the navigation.

The intended regulation shall determine the manner in which the States bordering on the Rivers are to participate in these latter works, where the opposite banks belong to different governments.

114. There shall no where be established storehouse, port, or forced harbour duties. Those already existing shall be preserved for such time only as the States bordering on Rivers (without regard to the local interest of the place or the country where they are established) shall find them necessary or useful to navigation and commerce in general.

115. The custom-houses belonging to the States bordering on Rivers shall not interfere in the duties of navigation. Regulations shall be established to prevent officers of the customs, in the exercise of their functions, throwing obstacles in the way of the navigation; but care shall be taken, by means of a strict police on the bank, to preclude every attempt of the inhabitants to smuggle goods, through the medium of boatmen.

116. Every thing expressed in the preceding Articles shall be settled by a general arrangement, in which there shall also be comprized whatever may need an ulterior determination.

The arrangement once settled, shall not be changed, but by and with the consent of all the States bordering on Rivers, and they shall take care to provide for its execution with due regard to circumstances and locality.

117. The particular regulations relative to the navigation of the Rhine, the Neckar, the Maine, the Moselle, the Meuse, and the Scheldt, such as they are annexed to the present Act, shall have the same force and validity as if they were textually inserted herein.

118. The Treaties, Conventions, Declarations, Regulations, and other particular Acts which are annexed to the present Act, viz.

15. The Declaration of the Powers on the Abolition of the Slave Trade, of the 8th of February 1815 ;

16. The Regulations respecting the free navigation of rivers ; shall be considered as integral parts of the arrangements of the Congress, and shall have, throughout, the same force and validity as if they were inserted, word for word, in the General Treaty.

Done at Vienna, the 9th of June, in the year of our Lord 1815.

(The Signatures follow in the alphabetical order of the Courts.)

<i>Austria,</i>	(L. S.)	The Prince de METTERNICH.
	(L. S.)	The Baron de WESSENBERG.
<i>France,</i>	(L. S.)	The Prince de TALLEYRAND.
	(L. S.)	The Duke de D'ALBES.
	(L. S.)	The Count ALEXIS de NOAILLES.
<i>Great Britain,</i>	(L. S.)	CLANCARTY.
	(L. S.)	CATHCART.
	(L. S.)	STEWART, L. G.
<i>Portugal,</i>	(L. S.)	The Comte de PALMELLA.
	(L. S.)	ANTONIO de SALDANHA da GAMA.
	(L. S.)	D. JOAQUIM LOBO da SILVEIRA.
<i>Prussia,</i>	(L. S.)	The Prince de HARDENBERG.
	(L. S.)	The Baron de HUMBOLDT.
<i>Russia,</i>	(L. S.)	The Prince de RASOUMOFFSKY.
	(L. S.)	The Count de STACKELBERG.
	(L. S.)	The Count de NESSELRODE.
<i>Spain,</i>		
<i>Sweden.</i>	(L. S.)	The Count CHARLES AXEL de LOWENHIELM.

ACT No. XV.
Declaration of
the Powers,
on the Abolition
of the Slave
Trade, of the 8th
February 1815.

The Plenipotentiaries of the Powers who signed the Treaty of Paris of the 30th May 1814, assembled in conference :

Having taken into consideration that the commerce, known by the name of " the Slave Trade," has been considered by just and enlightened men of all ages, as repugnant to the principles of humanity and universal morality ; that the particular circumstances from which this commerce has originated, and the difficulty of abruptly arresting its progress, may have concealed, to a certain extent, what was odious in its continuance ; but that at length the public voice, in all civilized countries, calls aloud for its prompt suppression ; that since the character and the details of this traffic have been better known, and the evils of every kind which attend it, completely developed, several European Governments have, virtually, come to the resolution of putting a stop to it, and that, successively, all the Powers possessing colonies in different parts of the world have acknowledged, either by Legislative Acts, or by Treaties, or other formal engagements, the duty and necessity of abolishing it :

That by a separate Article of the late Treaty of Paris, Great Britain and France engaged to unite their efforts at the Congress of Vienna, to induce all the Powers of Christendom to proclaim the universal and definitive Abolition of the Slave Trade :

That the Plenipotentiaries assembled at this Congress cannot do greater credit to their mission, better fulfil their duty, and manifest the principles which actuate their august Sovereigns, than by endeavouring to carry this engagement into effect, and by proclaiming, in the name of their Sovereigns, their wish of putting an end to a scourge, which has so long desolated Africa, degraded Europe, and afflicted humanity :

The said Plenipotentiaries have agreed to open their deliberations, on the means of accomplishing so salutary an object, by a solemn declaration of the principles which have governed them in this undertaking; accordingly, being duly authorized for this purpose, by the unanimous accession of their respective Courts to the principle laid down in the said separate Article of the Treaty of Paris; they declare, in the face of Europe, that, considering the universal abolition of the Slave Trade as a measure particularly worthy of their attention, conformable to the spirit of the times, and to the generous principles of their august Sovereigns, they are animated with the sincere desire of concurring in the most prompt and effectual execution of this measure, by all the means at their disposal, and of acting in the employment of these means, with all the zeal and perseverance which is due to so great and noble a cause.

Too well acquainted, however, with the sentiments of their Sovereigns, not to perceive, that, however honourable may be their views, they cannot be attained without due regard to the interests, the habits, and even the prejudices of their subjects; the said Plenipotentiaries at the same time acknowledge that this general Declaration cannot prejudice the period that each particular Power may consider as most advisable for the definitive abolition of the Slave Trade. Consequently, the determining the period when this trade is to cease universally, must be a subject of negotiation between the Powers; it being understood, however, that no proper means of securing its attainment, and of accelerating its progress, are to be neglected; and that the engagement, reciprocally contracted in the present Declaration, between the Sovereigns who are parties to it, cannot be considered as completely fulfilled, until the period when complete success shall have crowned their united efforts.

In communicating this Declaration to the knowledge of Europe, and of all civilized countries, the said Plenipotentiaries hope to prevail on every other Government, and particularly on those, which, in abolishing the Slave Trade, have already manifested the same sentiments, to give them their support in a cause, the final triumph of which will be one of the noblest monuments of the age which embraced it, and which shall have brought it to a glorious termination.

Vienna, the 8th of February 1815.

Signed CASTLEREAGH.
STEWART, Lieut. Gen.
WELLINGTON.
NESSELRODE.
C. LOWENHIELM.
GOMEZ LABRADOR.

PALMELLA.
SALDANHA.
LOBO.
HUMBOLDT.
METTERNICH,
TALLEYRAND.

(General Arrangements.)

1. The Powers whose States are separated or traversed by the same navigable river, engage to regulate, by common consent, all that regards its navigation. For this purpose they will name Commissioners, who shall assemble, at latest, within six months after the termination of Congress, and who shall adopt, as the bases of their proceedings, the following principles:

ACT No. XVI.
Regulations for
the free Navigation
of Rivers.

(Principles.—Liberty of Navigation.)

2. The navigation of the rivers, along their whole course, referred to in the preceding Article, from the point where each of them becomes navigable, to its mouth, shall be entirely free, and shall not, in respect to commerce, be prohibited to any one; it being, however, understood, that the regulations established with regard to the police of this navigation shall be respected; as they will be framed alike for all, and as favourable as possible to the commerce of all nations.

Articles concerning the Navigation of the Rivers, which, in their Navigable Course, separate or cross different States.

(Uniformity of System.)

3. The system that shall be established, both for the collection of the duties and for the maintenance of the police, shall be, as nearly as possible, the same along the whole course of the river; and shall also extend, unless particular circumstances prevent it, to those of its branches and junctions, which, in their navigable course, separate or traverse different states.

(Tarif.)

4. The duties on navigation shall be regulated in an uniform and settled manner, and with as little reference as possible to the different quality of the merchandise, in order that a minute examination of the cargo may be rendered unnecessary, except with a view to prevent fraud and evasion. The amount of the duties, which shall in no case exceed those now paid, shall be determined by local circumstances, which scarcely allow of a general rule in this respect. The tarif shall, however, be prepared in such manner as to encourage commerce by facilitating navigation; for which purpose the duties established upon the Rhine, and now in force on that river, may serve as an approximating rule for its construction.

The tarif once settled, no increase shall take place therein, except by the common consent of the States bordering on the Rivers; nor shall the navigation be burthened with any other duties than those fixed in the regulation.

(Offices for the collection of Duties.)

5. The offices for the collection of duties, the number of which shall be reduced as much as possible, shall be settled in the above regulation; and no change shall afterwards be made but by common consent, unless any of the States bordering on Rivers should wish to diminish the number of those which exclusively belong thereto.

(Towing Paths.)

6. Each state bordering on the Rivers shall be at the expense of keeping in good repair the towing paths which pass through its territory, and of maintaining the necessary works through the same extent, in the bed of the river, in order that no obstacle may be experienced in the navigation.

The intended regulation shall determine the manner in which the States bordering on Rivers are to participate in these latter works, where the opposite banks belong to different Governments.

(Harbour Duties.)

7. There shall no where be established store-house, port, or forced harbour duties: those already existing shall be preserved for such time only as the States bordering on the Rivers (without regard to the local interest of the place or the country where they are established) shall find them necessary or useful to navigation and commerce in general.

(Custom-houses.)

8. The Custom-houses belonging to the States bordering on Rivers shall not interfere in the duties of navigation. Regulations shall be established to prevent officers of the Customs, in the exercise of their functions, throwing obstacles in the way of the navigation; but care shall be taken, by means of a strict police, on the bank, to preclude every attempt of the inhabitants to smuggle goods, through the medium of boatmen.

(Regulation.)

9. Every thing expressed in the preceding Articles shall be settled by a general arrangement, in which there shall also be comprised whatever may need any ulterior determination.

The arrangement once settled, shall not be changed, but by and with the consent of all the States bordering on Rivers, and they shall take care to provide for its execution, with due regard to circumstances and locality.

Signed

D'ALBERG.

CLANCARTY.

HUMBOLDT.

WESSENBERG.

1. The navigation of the Rhine, along its whole course, from the point where it becomes navigable to the sea, either in ascending or descending, shall be entirely free, and shall not, in respect to commerce, be prohibited to any one: due regard, however, being had to the regulations established with respect to its police, which shall be framed alike for all, and as favourable as possible to the commerce of all nations.

Articles concerning the Navigation of the Rhine.

2. The system to be adopted for the collection of the duties, as well as for the maintenance of the police, shall be the same along the whole course of the river, and shall extend, as far as circumstances may permit, to those of its branches and junctions which, in their navigable course, separate or traverse different states.

3. The tariff of duties to be levied on merchandise conveyed along the Rhine, shall be so regulated that the whole amount of duty to be paid between Strasbourg and the frontier of the kingdom of the Netherlands, shall be, in passing up the river, two francs, and in passing down the river, one franc and thirty-three centimes, per hundred weight; and that the levying of this tariff shall be extended (increasing the amount of duty in the same proportion) to the distances between Strasbourg and Basle, and between the frontier of the kingdom of the Netherlands and the mouths of that river.

The duty of *reconnaissance* shall remain as fixed by article 94. of the Convention, relative to duties on the navigation of the Rhine, concluded at Paris the 15th of August 1804; with the reservation, however, of making such other alteration in the scale of duties, as that boats from 2500 to 5000 quintals, shall be included therein. But this duty shall also extend, in the same proportion, to the above mentioned distances.

The abatements of the general tariff, which established the *maximum* of the duties fixed by Articles 102—105. of the Convention of the 15th August 1804, shall remain in force; but the commission to be charged with settling the new regulations shall consider whether their distribution into different classes will not require alterations still more favourable, as well to navigation and commerce, as to agriculture and the wants of the inhabitants of the States of the Rhine.

4. The tariff thus settled shall not be augmented but by mutual consent, and the Governments on the Rhine, adopting for a principle that their true interest consists in encouraging the commerce of their States, and that the duties on navigation should chiefly be appropriated to defraying the expenses of its preservation, formally engage not to increase the same but for the most just and urgent reasons, nor to impose any other duties whatever on navigation, in addition to those fixed by the present regulations under any denomination or pretext whatsoever.

5. There shall be only twelve offices for the collection of duties, throughout the whole extent of the Rhine, between Strasbourg and the frontier of the kingdom of the Netherlands; and those which it may be expedient to establish between Strasbourg and Basle shall be fixed, according to the same principles, and at proportionate distances. The offices shall be placed in the most convenient manner for navigation, and their number shall not be augmented, nor their stations changed, but by common consent. Each State bordering on the River shall, however, be allowed to diminish the number exclusively assigned to it by the existing arrangement.

6. The duty shall be collected, in each State bordering on the the River, on its own account and by its own collectors; the whole of the duties being distributed in proportion to the extent of the respective possessions of the different States on the bank. The collectors shall make oath to observe strictly the regulation definitively agreed upon. If the same office is employed by two or more States, the proceeds shall be divided between them according to the extent of their respective possessions on the bank; and this rule shall also apply in case the opposite banks should belong to two different States. Every thing relating to the establishment of the offices, to the mode of collecting, and of verifying the payment of the duties, shall be settled in an uniform manner by the definitive regulation, and shall not be changed but by common consent.

7. Each State of the Rhine shall be at the expense of keeping the towing-paths which pass through its territory in good repair, and of maintaining the necessary works through the same extent in the channel of the river, in order that no obstacle may be experienced to the navigation.

8. A judicial authority shall be attached to each office for the collection of duties, for the purpose of investigating and determining, agreeably to the regulation, in the *first instance*, all disputes relating to the objects therein mentioned. These judicial authorities shall be maintained at the expense of that State of the Rhine in which they are situated, and shall pronounce sentence in the name of their Sovereigns; but the individuals who compose them shall make oath strictly to observe the regulation, and the Judges shall not be deprived of their situations unless by a regular and formal process, and by a judgment given against them. Their proceeding shall be determined in the regulation, and shall be uniform along the whole course of the Rhine, and as summary as possible.

Where an office for the collection of duties shall belong to more than one State, individuals invested with the judicial functions shall be nominated by the Sovereign in whose territory the office in question is situated, and judgment shall be given in his name; but the expenses shall be defrayed by those States who divide the receipts of such office, and in proportion to the share which accrues to them.

9. Parties wishing to appeal against the decisions of the courts of justice specified in the preceding Article, shall have the option of applying for this purpose, to the central commission hereafter mentioned, or to the superior tribunal of the country in which the court of *first instance*, before which they shall have pleaded, is situated. Each State of the River engages to establish a similar tribunal of *second instance*, or to refer the decision of causes of this nature to one of those already existing. These tribunals shall likewise make oath to observe the law concerning navigation. Their organization and mode of proceeding shall form part of the regulation, and they shall not hold their meetings in a town situated too far from the bank of the Rhine. The regulation shall contain the particular arrangements for that purpose. Their sentences shall be final, and no further appeal shall be allowed.

10. In order to establish a perfect controul over the observance of the general regulation, and to constitute an authority which may serve as a means of communication between the States of the Rhine upon all subjects relating to navigation, a central commission shall be appointed.

11. Each State bordering on the Rhine shall name a Commissioner for its formation ; and it shall assemble regularly at Mentz on the 1st November in each year. They shall judge according to circumstances, and the business upon which they may have to decide, whether, after this session, it will be necessary to hold another in the spring.

The president, who, without any other prerogative, shall be employed in the general management of the labour of the commission, shall be chosen by ballot, and replaced every month, in case the session should be prolonged. Another member of the commission, who shall be chosen by the members, shall keep the minutes of their proceedings.

12. In order that a permanent authority may exist, which, in the absence of the central commission, may superintend the observance of the regulation, and to which the merchants and boatmen may at all times refer, there shall be named a chief inspector and three deputy inspectors.

The chief inspector shall also reside at Mentz ; the deputy inspectors shall be appointed for the Upper, Middle, and Lower Rhine.

13. The chief inspector shall be chosen by the central commission, by a majority of votes, but in the following manner :

A certain number of votes shall be given ; of which the Prussian Commissioner shall have one-third ; the French commissioner one-sixth ; the commissioner of the Netherlands one-sixth ; and that of the other German princes, excepting Prussia, one-third.

The distribution of the votes of these princes shall be regulated as soon as the whole bank of the Rhine shall have been finally disposed of ; but the distribution shall be made proportionately to the extent of their respective possessions on the bank. The three deputy inspectors shall be chosen ; the first by Prussia, the second alternately by France and the Netherlands, and the third by the other German princes, joint possessors of the bank, who shall agree upon the mode of making this appointment.

14. The appointments, as well of the chief inspector as of the deputy inspectors, shall be for life.

If the commission should deem it expedient to remove one of its officers, from being dissatisfied with his services, it shall be put to the vote whether he shall be merely replaced by another, or brought to trial. In the former case, which likewise applies to retirement in consequence of infirmity, the individual shall retire upon a pension, amounting to half his salary, should he not have served ten years ; and two-thirds of it, if he has served ten years or upwards. This pension shall be paid in the same manner as the salary.

In the second case, the commission shall determine, in the manner prescribed by Article 17., by which courts of the *first and second instance* he shall be tried.

The individual shall be entitled to the pension if he is fully acquitted ; and on the other hand, he shall be proceeded against according to the sentence which shall have been passed upon him. Whenever the commission shall vote upon the question of removing any of the inspectors, the votes shall be given in the manner determined upon in the 13th Article ; but the individual cannot be deprived of his situation, unless two-thirds of the number of votes determined upon shall be against him.

15. The duties of the chief inspector, assisted by the deputy inspectors, are to superintend the fulfilment of the regulation, and to arrange every thing relating to the police of the navigation. It will, therefore, be his right and his duty to issue orders on this subject to the officers for collecting duties, and to communicate with the other local authorities of the States bordering on the Rhine. Persons employed in the offices, and the local authorities, shall obey and assist him in every thing concerning the observance of the regulation, and shall not oppose the execution of his orders, unless he shall exceed the limits of his authority. In this case, they shall immediately make it known to their superiors.

The chief inspector shall likewise collect every information which may be necessary for the central commission, regarding the state and defects of the navigation, and shall submit to them such measures as he may consider advisable to be adopted. On pressing occasions, he shall be at liberty, and it will be his duty, to hold a correspondence with its members, even when they are not sitting.

16. The central commission shall direct the inspectors to report to them an account of their proceedings; they shall assist them in their duties, and superintend the manner in which they are performed; they shall, at the same time, attend to all matters that may contribute to the general interests of navigation and commerce; and shall publish, at the close of every year, a detailed report, of the state of the navigation of the Rhine, its annual movement, its progress, the changes which may take place, and of every thing relating to domestic and foreign commerce.

17. The decisions of the central commission shall be had by an absolute majority of votes, which shall be given in perfect equality; but as its members should be considered as agents of the States of the Rhine, charged with making arrangements for their mutual interests, their decisions shall not be binding upon these States until their consent shall have been given by their commissioners.

18. The salary of the chief inspector and of the deputy inspectors, but not that of the commissioners, who may be merely temporary agents, shall be fixed by the regulation. It shall be at the joint expense of all the States bordering on the Rhine, who shall contribute in proportion to the part which they take in their nomination. The regulation shall contain every thing relating to the future establishment of the central commission, and of its permanent administration, and shall determine, in a precise and detailed manner, all its functions and privileges.

19. The staple duties having been suppressed by Article 8. of the Convention of the 15th August 1804, that suppression is hereby extended to the duties which the towns of Mentz and Cologne levied, under the denomination of harbour and port duties, and on breaking bulk (*umschlag*), so that individuals shall be at liberty to navigate along the whole course of the Rhine, from the point where it becomes navigable to where it falls into the sea, either in passing up or down the river, without being compelled to break bulk, or to remove the cargoes into another vessel, in any port, town, or place whatever.

20. A superintending police shall, however, be appointed, for the prevention of fraud, where vessels are laden or unladen, as well as where cargoes are shifted; and the crane, quay, and storehouse duties, in places where such accommodations exist, or where they may hereafter be erected, shall be fixed by the regulation, in an uniform manner, and they shall not afterwards be augmented but by common consent.

21. No company, much less any qualified boatmen (in places where there are no companies), shall, in any of the States of the Rhine, exercise any exclusive right of navigation on this River, or on any part of it. The subjects of any one of these States may continue to be members of a company in any other of the States.

22. The custom-houses of the States of the Rhine, being unconnected with the duties on navigation, shall not interfere with the collection of the latter. The definitive regulation shall contain the necessary arrangements to prevent the superintending officers of the customs from throwing obstacles in the way of the navigation.

23. The custom-house boats, and small craft, shall bear the flag of the State to which they belong, but in order to denote their belonging to the customs, the word '*Rhenus*' shall be inscribed upon it.

24. The duties on the navigation of the Rhine shall never be farmed out either wholly or partially.

25. No demand of exemption, or abatement of duties, shall be admitted, either by the overseers of the customs, or even by the central commission, whatever may be the nature, origin, or destination of the boats, effects, or merchandize, and to whatever individuals, bodies, towns, or States, either of them may belong, or for whatever service, or on whose account soever the same may be shipped.

26. If it should happen (which God forbid) that war should break out among any of the States of the Rhine, the collection of the customs shall continue uninterrupted, without any obstacle being thrown in the way by either party.

The vessels, and persons employed by the custom-houses, shall enjoy all the rights of neutrality. A guard shall be placed over the offices and chests belonging to the customs.

27. The existing commission, having been obliged to confine itself to the establishing of the most general principles, without entering into the details necessary to be regulated; all particular arrangements, and especially those relating to the tariff of duties, to that adopted for merchandize in general, and also to that for goods which, being of a certain description, pay smaller duties; the situation of the offices for the collection of duties, their internal management, and mode of collection; the organization of judicial authorities of the *first and second instance*, and their mode of proceeding; the preservation of the towing-paths, and the works in the bed of the river; the manifests; the gauging and designation of boats and floats of wood; the weights, measures, and coins to be used, and their proportions and valuation; the police of the ports for shipping, unloading, or shifting cargoes; the companies of watermen; the requisite qualifications for watermen; the greater and lesser navigation, if such a distinction, which no longer exists in the sense given to it by the Convention of 1804, should be maintained, under other circumstances; and for other reasons; the scale of charges for freight; contraventions; the separation of offices for the navigation; of the custom-houses, &c. &c. shall be determined in the definitive regulations, which shall be framed in the manner hereafter mentioned.

28. The regulations of the 9th, 14th, 17th, 19th and 20th Articles of the principal recess of the extraordinary deputation of the Empire of the 25th of February 1803, concerning the permanent rents, directly assigned upon the produce of the duties on the navigation of the Rhine, shall be continued. For this purpose;

1st. The German governments, joint possessors of the banks of the Rhine, charge themselves with the payment of the above rents ; reserving, however, to themselves the power of repurchasing such rents, according to the 30th Article of the recess, either at $2\frac{1}{2}$ per cent., or by any other arrangement upon which the parties concerned may mutually agree.

2nd. Cases are excepted from the general principle, concerning the payment of the rents mentioned in the preceding paragraph, where there shall exist peculiar and legal objections against the claiming of such rents. These cases shall be considered and determined upon, as mentioned in the following paragraph.

3rd. The adoption of the principle mentioned in the 1st paragraph, relative to the various claims, and the decisions concerning exceptions referred to in the 2d paragraph, shall be entrusted to a commission, composed of five persons, whom the Court of Vienna, at the desire of the German governments, joint possessors of the bank of the river, shall nominate ; by choosing, as far as may be practicable, individuals who have been members of the Aulic Council of the Empire, and are still here.

This commission shall settle this matter in the most just and equitable manner, and the Governments from whom such rents are due, promise to abide by such decision, without any appeal or objection whatever.

4th. The above-mentioned commission shall inquire into the right of demanding arrears of rents, and shall decide on the principle, whether the actual possessors of the bank of the Rhine are liable to pay these arrears, or whether the application of this principle, if admitted by the commission, applies to the various claims of arrears in particular. Its labours shall terminate in three months from the day of its assembling.

5th. If the commission shall decide, that the arrears should be paid, and shall fix the instalments, the central commission shall regulate the mode of payment in such manner, that the debiting Governments shall have the option either of discharging the same in ten successive years, at the rate of one-tenth each year, or of transferring them, analogous to the 30th Article of the recess, at $2\frac{1}{2}$ per cent., into rents, in addition to those which the governments to whom they belong, actually possess.

The central commission shall likewise decide whether, and in what proportion, France ought to contribute to the payment of these arrears.

6th. All payments, decided on by the present article, are to be made half yearly.

The central commission shall fix the manner in which these payments shall be made, favouring, as much as possible, those to whom the said rents belong, and the debiting governments shall contribute to them in proportion to their share of the duties. This proportion shall be definitively arranged by the central commission at its first meeting, on the average of the amount of a year's receipts of the different offices of collection which have existed during the first six years, from the time of the Convention of 1804 having been in force.

29. The regulations comprehended in the Articles 73—78. of the Convention of the 15th August 1804, concerning a fund to be appropriated to the payment of pensions on retirement, and to the relief of widows and children of government officers, the number of vacancies, and the right of superannuation, as well as the amount of the pensions, and the relief to be granted to widows and orphans, being intimately connected with the general receipt of duties, shall immediately cease, and the business of granting pensions on the retirement of officers of the customs, and relief to their widows and orphans, is left to the discretion of each particular State bordering on the river.

The central commission shall nevertheless be employed, immediately on its opening, in arranging with France the restitution of the fund, formed in virtue of the 73d Article of the Convention for the drawback of 4 per cent. upon salaries, which has been paid into the sinking fund; and the French government engages to make the restitution, as soon as the amount of this fund shall have been liquidated by the central commission.

This restitution being made, the commission shall consider what pensions and relief are still to be paid out of this fund, and shall assign them, according to the principles established by the Convention of 1804.

Individuals who have been employed in the tax-office, and to whom in consequence of the new arrangements, proper situations cannot be given, or who shall allege such reasons for not accepting such situations as the central commission shall deem sufficient, shall have pensions and allowances granted to them, conformably to the principles established by Article 59 of the recess of the Empire of 1803.

30. The pensions granted to the receivers of duties discontinued by Article 39 of the recess of 1803, shall be paid by the German governments, joint possessors of the bank of the river. Those which have been legally granted since the period at which the duties on navigation have been in force, shall also be paid; but the central commission shall investigate and determine in what proportion the governments, joint proprietors of the bank, (the kingdom of the Netherlands, however, excepted,) shall contribute to these payments.

It shall discharge the amount of all these pensions, and finally settle the scale by which such payments shall be regulated.

The payment of these pensions, as well as of those mentioned in Article 29, shall be regulated in the manner fixed by the 6th paragraph of Article 28, for the payment of rents.

31. As soon as the general principles for the navigation of the Rhine shall have been laid down by the Congress, the States of the Rhine shall appoint persons for the formation of the central commission; and this commission shall assemble at latest on the 1st of June of this year, at Mentz. At the same time the present provincial administration shall deliver up the direction with which they have been charged, to the central commission, and to the authorities of the States of the Rhine; the partial collection of the duties shall be substituted for the general collection, and they shall publish, in the name of all the States of the Rhine, a temporary instruction, by which it shall be ordered, that until the completion and final approval of the new regulation, the Convention of the 15th August 1804 shall be observed; it being distinctly pointed out, which of its articles are already annulled by the present arrangements, and what other arrangements ought immediately to be adopted in lieu of them.

32. As soon as the central commission shall have assembled it shall occupy itself;

1st. In drawing up the regulations for the navigation of the Rhine. It is sufficient to observe here, that the present articles shall serve as a guide to them, and that the points which the regulations are to embrace, are mentioned as well in the present instrument as in the Convention of the 15th August 1804, and that care must be taken to retain whatever is good and useful in that convention.

When the regulations are completed, they shall be submitted to the governments of the Rhine for their approbation, and until such approbation shall have been given, the new order of things shall not commence, nor shall the central commission enter upon its regular duties.

2d. In acting for the present central administration, where it shall be necessary, until the publication of the new regulations.

Signed

D'ALBERG.

DE MARSCHALL.

CLANCARTY.

SPAEN.

WREDE.

HUMBOLDT.

TURCKHEIM.

WESSENBERG.

BERCKHEIM.

Articles concerning the Navigation of the Neckar, the Mayne, the Moselle, the Meuse, and the Scheldt.

1. The same freedom of navigation that has been granted for the Rhine, shall be extended to the Neckar, the Mayne, the Moselle, the Meuse, and the Scheldt, from the point where each of them becomes navigable; to their mouths.

2. Storehouse and forced harbour duties, on the Neckar and the Mayne, are and shall continue abolished, and all qualified watermen shall be allowed to navigate along the whole extent of these rivers, in the same manner that such liberty has been restored, by Article 19, on the Rhine.

3. The tolls levied on the Neckar and the Mayne shall not be increased; on the contrary, the Governments, joint possessors of the bank, engage to reduce them, in case they should exceed the tariffs in use in 1802, to the rates of those tariffs. They likewise engage not to burthen navigation by any new imposts whatever, and will meet, as soon as possible, to arrange a tariff as similar to the duties levied on the Rhine, as circumstances may permit.

4. The duties now levied on the Moselle and the Meuse, in pursuance of the decree of the French Government of the 12th November 1806, and of the 10th Brumaire of the year 14, shall not be increased; on the contrary, the Governments, joint possessors of the bank, engage to reduce them, in case they are higher than those levied on the Rhine, to the same rate.

This engagement not to increase the present tariffs, refers, however, only to the amount and *maximum* of duties; the Governments expressly reserving to themselves the power of fixing, by new regulations, every thing relative to the division into different classes of such merchandize as is subject to a lower tariff; to the difference now established for passing up and down the river at the custom-houses; to the mode of collection; to the police of the navigation; or to any other subject requiring ulterior determination.

This regulation shall be made to correspond, as nearly as possible, with that of the Rhine; and the better to insure such uniformity, it shall be drawn up by those members of the central commission of the Rhine, whose Governments shall also have possessions on the banks of the Moselle and the Meuse.

No increase shall take place in the tariff, to be finally settled by the new regulation, unless a similar increase shall be considered necessary on the Rhine, and that only in the same proportion; and no other part of the regulation shall be altered but by common consent.

5. The States of the Rivers specified in Article 1. engage to keep the towing-paths in repair, as well as the necessary works in the beds of the rivers, in the same manner as agreed upon in Article 7. for the Rhine.

6. The subjects of the States of the Rivers Neckar, the Mayne and the Moselle, shall enjoy the same rights of navigation on the Rhine, and Prussian subjects on the Meuse, as the subjects of the States of the two last rivers; paying due regard, however, to the regulations therein established.

7. Every thing relating to the navigation of the Scheldt, which may need ulterior arrangement, besides the freedom of navigation on this river, specified in Article 1, shall be definitively regulated in a manner the most favourable to commerce and navigation, and the most analogous to the regulations established on the Rhine.

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AND PRUSSIA.

Signed D'ALBERG.
COUNT KELLER.
CLANCARTY.
WREDE.
TURCKHEIM.
DANZ.
BERCKHEIM.

DE MARSCHALL.
SPAEN.
The Baron LINDEN, subject to
the approbation of His Majesty
the King.
WESSENBURG.

In the name of the Most Holy and Undivided Trinity. His Majesty the King of the United Kingdom of Great Britain and Ireland, His Majesty the Emperor of Austria, King of Hungary and Bohemia, His Majesty the Emperor of all the Russias, and His Majesty the King of Prussia, animated by the desire of prosecuting the negotiations adjourned at the Congress of Vienna, in order to fix the destiny of the seven Ionian Islands, and to insure the independence, liberty, and happiness of the inhabitants of those Islands, by placing them and their constitution under the immediate protection of one of the great Powers of Europe, have agreed to settle definitively by a special Act, whatever relates to this object, which, grounded upon the rights resulting from the Treaty of Paris of the 30th May 1814, and likewise upon the British declarations at the period when the British arms liberated Cerigo, Zante, Cephalonia, Santa Maura, Ithaca, and Paxo, shall be considered as forming part of the general Treaty, concluded at Vienna on the 9th June of the present year 1815, on the termination of the Congress; and in order to settle and sign the said Act, the High contracting Powers have nominated Plenipotentiaries; that is to say,

Treaty between
Great Britain
and Austria (and
Russia and Prus-
sia). Signed at
Paris, 5th No-
vember 1815.(1)

His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Robert Stewart, Viscount Castlereagh, K. G. &c. &c. &c. and the Most Illustrious and Most Noble Lord Arthur, Duke, Marquess, and Earl of Wellington, Marquess of Douro, Viscount Wellington of Talavera and of Wellington, and Baron Douro of Wellesley, K. G. &c. &c. &c.

And His Majesty the Emperor of Austria, King of Hungary and Bohemia, the Sieur Clement Wenceslas Lothaire, Prince of Metternich-Winnebourg-Ochsenhausen, &c. &c. &c. and the Sieur John Philip Baron Wessenberg, &c. &c. &c. who, after having exchanged their full powers, found to be in good and due form, have agreed upon the following Articles:

1. The Islands of Corfu, Cephalonia, Zante, Santa Maura, Ithaca, Cerigo and Paxo, with their dependencies, such as they are described in the Treaty between His Majesty the Emperor of all the Russias and the Ottoman Porte, of the 21st of March 1800 (2), shall form a single, free, and independent State, under the denomination of the United States of the Ionian Islands.

2. This State shall be placed under the immediate and exclusive protection of His Majesty the King of the United Kingdom of Great Britain and Ireland, his heirs and successors. The other Contracting Powers do consequently renounce every right or particular pretension which they might have

(1) Since acceded to by all the other Powers of Europe.

(2) "The Islands of Corfu, Zante, Cephalonia, Santa Maura, Ithaca, Paxo, Cerigo, and all the large and small islands, inhabited and

uninhabited, which are situated opposite to the coasts of the Morea and Albania, which were detached from Venice, and have recently been conquered." (Art. 2.)

formed in respect to them, and formally guarantee all the dispositions of the present Treaty.

3. The United States of the Ionian Islands shall, with the approbation of the Protecting Power, regulate their internal organization ; and, in order to give to all the parts of this organization the necessary consistency and action, His Britannic Majesty will employ a particular solicitude with regard to the legislation and the general administration of those States. His Majesty will therefore appoint a Lord High Commissioner to reside there, invested with all the necessary power and authorities for this purpose.

4. In order to carry into execution, without delay, the stipulations mentioned in the articles preceding, and to ground the political re-organization of the United Ionian States, upon that organization which is actually in force, the Lord High Commissioner of the Protecting Power shall regulate the forms of convocation of a Legislative assembly, of which he shall direct the proceedings, in order to draw up a new Constitutional Charter for the States, which his Majesty the King of the United Kingdom of Great Britain and Ireland shall be requested to ratify.

Until such Constitutional Charter shall have been so drawn up, and duly ratified, the existing Constitutions shall remain in force in the different islands, and no alteration shall be made in them, except by His Britannic Majesty in Council.

5. In order to ensure, without restriction, to the inhabitants of the United States of the Ionian Islands, the advantages resulting from the high protection under which these States are placed, as well as for the exercise of the rights inherent in the said protection, His Britannic Majesty shall have the right to occupy the fortresses and places of those States, and to maintain garrisons in the same. The military force of the said United States shall also be under the orders of the Commander-in-Chief of the troops of His Britannic Majesty.

6. His Britannic Majesty consents, that a particular Convention with the Government of the said United States shall regulate, according to the revenues of those States, every thing which may relate to the maintenance of the fortresses already existing, as well as to the subsistence and payment of the British garrisons, and to the number of men of which they shall be composed in time of peace.

The same Convention shall likewise fix the relations which are to exist between the said armed force and the Ionian Government.

7. The trading flag of the United States of the Ionian Islands shall be acknowledged by all the Contracting Parties as the flag of a free and independent State. It shall carry with the colours, and above the armorial bearings thereon displayed before the year 1807, such other as His Britannic Majesty may think proper to grant, as a mark of the protection under which the said United Ionian States are placed ; and for the more effectual furtherance of this protection, all the ports and harbours of the said States are hereby declared to be, with respect to honorary and military rights, within British jurisdiction. The commerce between the United Ionian States and the dominions of His Imperial and Royal Apostolic Majesty shall enjoy the same advantages and facilities as that of Great Britain with the said United States. None but commercial agents, or Consuls, charged solely with the carrying on commercial relations, and subject to the regulations to which commercial agents or Consuls are subject in other independent States, shall be accredited to the United States of the Ionian Islands. (1)

(1) See extract from the Constitutional Chart which follows this Treaty.

8. All the Powers which signed the Treaty of Paris of the 30th of May 1814, and the Act of the Congress of Vienna of the 9th of June 1815 ; and also His Majesty the King of the Two Sicilies, and the Ottoman Porte, shall be invited to accede to the present Convention.

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9. The present Act shall be ratified, and the ratifications shall be exchanged in two months, or sooner, if possible.

In witness whereof the respective Plenipotentiaries have signed it, and have affixed thereunto the seals of their arms.

Done at Paris the 5th day of November, in the year of our Lord one thousand eight hundred and fifteen.

Signed (L.S.) CASTLEREAGH.
(L.S.) WELLINGTON.
(L.S.) METTERNICH.
(L.S.) WESSENBERG.

CONSTITUTIONAL CHART of the United States of the Ionian Islands, as agreed on and passed unanimously by the Legislative Assembly, on the 2d of May 1817.

Document referring to the Seventh Article of the preceding Treaty.

CHAPTER VII.

Miscellaneous.

SECTION IV.

Of Foreign Relations.

1. Whereas, in the latter part of the seventh Article of the Treaty of Paris, is agreed, " that no person, from any Power whatsoever, shall be admitted within these States, possessing or pretending to possess any powers beyond those which are defined in the aforesaid article ;" it is hereby declared, that any person who shall assume to himself any authority as an agent for a foreign Power, except as therein directed, shall be amenable to be tried before the Supreme Council of Justice, and be liable, if found guilty, to punishment, as in cases of high treason against the State.

2. No native, or subject of the United States of the Ionian Islands, shall be held competent to act as Consul or Vice-Consul for any foreign Power within the same.

3. The British Consuls, in all ports whatsoever, shall be considered to be the Consuls and Vice-Consuls of the United States of the Ionian Islands, and the subjects of the same shall be entitled to their fullest protection.

4. All applications necessary to be made by these States to any foreign Power, shall be transmitted by the Senate to His Excellency the Lord High Commissioner of the Protecting Sovereign, who shall forward the same to the ambassador or minister of the Protecting Sovereign, resident at the Court of the said foreign Power, for the purpose of submitting them in due form to the said Power.

5. The approval of the appointments of all foreign agents, or Consuls, in the United States of the Ionian Islands, shall be by the Senate, through the medium of His Highness the President thereof, with the concurrence of His Excellency the Lord High Commissioner of the Protecting Sovereign.

6. With a view to ensure the most perfect protection to the commerce of these islands, every vessel, navigating under the Ionian flag, shall be bound, before leaving the port of the Ionian States to which she belongs, to provide herself with a pass, signed by His Excellency the Lord High Commissioner

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of the Protecting Sovereign, and no vessel sailing without such pass shall be considered as navigating according to law. But it is reserved to His Majesty, the Protecting Sovereign, to decide how far it may be necessary, that, independent of such pass, they should further be bound to supply themselves with Mediterranean passes.

SECTION V.

Of the Sanità.

1. Whereas the protecting and protected State have an equal right and interest in the great object of the preservation of the public health; it is hereby declared, the controul of the Sanità throughout the United States of the Ionian Islands, shall be vested in the hands of His Excellency the Lord High Commissioner of the Protecting Sovereign, who shall regulate, according to the rules of Sanità, the relative quarantines to be performed in all instances, giving due notice of the same; shall fix the number of officers to be employed, and name, in each island, the heads of the office of Sanità, being either British or Ionian subjects: but all other appointments made upon this head shall be subject to the approbation of the Senate, and, as far as relates to numbers and amount of salary, to the consideration of the Legislative Assembly, as herein-before stated in regard to the civil list.

2. The post-office in each island shall, hereafter, be considered as an integral part of the Sanità.

SECTION VI.

Of the National Colours and Armorial Bearings.

1. The National Commercial Flag of the United States of the Ionian Islands, as directed by the seventh Article of the Treaty of Paris, shall be the original flag of these States, with the addition of the British Union, to be placed in the upper corner, next to the flag-staff.

2. On usual days, the British colours shall be hoisted on all the forts within the United States of the Ionian Islands; but a standard shall be made to be hoisted on days of public rejoicing and festivity, according to the model of the armorial bearings of the said States.

3. The arms or armorial bearings of the United States of the Ionian Islands shall hereafter consist of the British arms in the centre, surrounded by the arms of each of the islands composing the said States.

4. The armorial bearings of each of the islands shall consist of the individual arms of the island, and such emblem, denoting the Sovereign Protection, as may be deemed advisable.

SECTION VII.

General Clauses.

3. In the instance of all maritime transactions, and the collection of the customs, it shall be competent for the proper authorities to employ either British or Ionian subjects.

5. A specific law shall settle the terms, time, and mode for the naturalization of foreign subjects in these States; but the subjects of the protecting Power shall, in all instances, be entitled to naturalization in half the time that is required for those of any foreign Power; and a subject of the protecting Power, or of any other Power, may be at once naturalized by a bill to that effect, without reference to any fixed time of residence in these States, which shall be laid down in the law itself.

NETHERLANDS. (1)

In the Name of the Most Holy and Undivided Trinity. The United Provinces of the Netherlands, under the favour of Divine Providence, having been restored to their independence, and having been placed by the loyalty of the Dutch people and the achievements of the Allied Powers, under the Government of the Illustrious House of Orange; and His Britannic Majesty being desirous of entering into such arrangements with the Prince Sovereign of the United Netherlands, concerning the Colonies of the said United Netherlands, which have been conquered by His Majesty's arms during the late war, as may conduce to the prosperity of the said State, and may afford a lasting testimony of His Majesty's friendship and attachment to the family of Orange, and to the Dutch nation; the said high Contracting Parties, equally animated by those sentiments of cordial good will and attachment to each other, have nominated Their Plenipotentiaries, namely, His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Robert Stewart, Viscount Castlereagh, one of His said Majesty's Most Honourable Privy Council, a Member of Parliament, Colonel of the Londonderry Regiment of Militia, Knight of the Most Noble Order of the Garter, and His Principal Secretary of State for Foreign Affairs, &c. &c.; and His Royal Highness the Prince of Orange-Nassau, Prince Sovereign of the United Netherlands, His Excellency Henry Fagel, His Ambassador Extraordinary and Plenipotentiary at the Court of His Britannic Majesty; who, after having exchanged their full Powers, found in good and due form, have agreed to the following Articles:

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NETHERLANDS.**

**Convention between Great Britain and the Netherlands.
Signed at London, August 18, 1814.**

1. His Britannic Majesty engages to restore to the Prince Sovereign of the United Netherlands, within the term which shall be hereafter fixed, the Colonies, Factories, and Establishments which were possessed by Holland at the commencement of the late war, viz. on the 1st of January 1803, in the Seas and on the Continents of America, Africa, and Asia; with the exception of the Cape of Good Hope and the Settlements of Demerara, Essequibo, and Berbice, of which possessions the high Contracting Parties reserve to Themselves the right to dispose by a Supplementary Convention, hereafter to be negotiated according to Their mutual interests, and especially with reference to the provisions contained in the 6th and 9th Articles of the Treaty of Peace signed between His Britannic Majesty and His Most Christian Majesty on the 30th of May 1814.

2. His Britannic Majesty agrees to cede in full Sovereignty the Island of Banca, in the Eastern Seas, to the Prince Sovereign of the Netherlands, in exchange for the Settlement of Cochin and its dependencies on the coast of Malabar, which is to remain in full Sovereignty to His Britannic Majesty.

3. The places and forts in the Colonies and Settlements, which, by virtue of the two preceding Articles, are to be ceded and exchanged by the two high Contracting Parties, shall be given up in the state in which they may be at the moment of the signature of the present Convention.

4. His Britannic Majesty guarantees to the subjects of His Royal Highness the Prince Sovereign of the United Netherlands, the same facilities, privileges, and protection, with respect to commerce and the security of their persons and property within the limits of the British Sovereignty on the Continent of India, as are now or shall be granted to the most favoured nations.

(1) As to Treaties between Great Britain and the Netherlands in particular, and decisions thereon, see ante, 1 vol. 620.

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His Royal Highness the Prince Sovereign, on His part, having nothing more at heart than the perpetual duration of peace between the Crown of England and the United Netherlands, and wishing to do his utmost to avoid any thing which might affect their mutual good understanding, engages not to erect any fortifications in the Establishments which are to be restored to Him within the limits of the British Sovereignty upon the Continent of India, and only to place in those establishments the number of troops necessary for the maintenance of the police.

5. Those colonies, factories, and establishments, which are to be ceded to His Royal Highness the Prince Sovereign of the United Netherlands by His Britannic Majesty, in the Seas or on the Continent of America, shall be given up within three months, and those which are beyond the Cape of Good Hope within the six months which follow the ratification of the present Convention.

6. The high Contracting Parties, desirous to bury in entire oblivion the dissensions which have agitated Europe, declare and promise, that no individual, of whatever rank or condition he may be, in the countries restored and ceded by the present Treaty, shall be prosecuted, disturbed, or molested in his person or property, under any pretext whatsoever, either on account of his conduct or political opinions, his attachment either to any of the Contracting Parties, or to any Government which has ceased to exist, or for any other reason except for debts contracted towards individuals, or acts posterior to the date of the present Treaty.

7. The native inhabitants and aliens, of whatever nation or condition they may be, in those countries which are to change Sovereigns, as well in virtue of the present Convention as of the subsequent arrangements to which it may give rise, shall be allowed a period of six years, reckoning from the exchange of the ratifications, for the purpose of disposing of their property, if they think fit, whether it be acquired before or during the late war, and retiring to whatever country they may choose.

8. The Prince Sovereign of the United Netherlands, anxious to co-operate, in the most effectual manner, with His Majesty the King of the United Kingdom of Great Britain and Ireland, so as to bring about the total abolition of the trade in slaves on the coast of Africa, and having spontaneously issued a Decree dated the 15th of June 1814, wherein it is enjoined, that no ships or vessels whatsoever, destined for the trade in slaves, be cleared out or equipped in any of the harbours or places of His Dominions, nor admitted to the forts or possessions on the coast of Guinea, and that no inhabitants of that country shall be sold or exported as slaves,—does moreover hereby engage to prohibit all His subjects, in the most effectual manner and by the most solemn laws, from taking any share whatsoever in such inhuman traffic.

9. The present Convention shall be ratified, and the ratifications shall be duly exchanged at London within three weeks from the date hereof, or sooner if possible.

In witness whereof, we the undersigned Plenipotentiaries, in virtue of our respective full Powers, have signed the present Convention, and have affixed thereto the seals of our arms.

Done at London, this 13th day of August 1814.

Signed

CASTLEREAGH, (L.S.)

H. FAGEL, (L.S.)

Additional Articles.

1. In order the better to provide for the defence and incorporation of the Belgic Provinces with Holland, and also to provide, in conformity to Article 9.

of the Treaty of Paris, a suitable compensation for the rights ceded by His Swedish Majesty under the said Article, which compensation, it is understood, in the event of the above reunion, Holland should be liable to furnish, in pursuance of the above stipulations; it is hereby agreed between the high Contracting Parties, that His Britannic Majesty shall take upon Himself, and engage to defray the following charges:

1st. The payment of 1,000,000 sterling to Sweden, in satisfaction of the claims aforesaid, and in pursuance of a Convention this day executed with His Swedish Majesty's Plenipotentiary to that effect, (a copy of which Convention is annexed to these Additional Articles).

2dly. The advance of 2,000,000 sterling, to be applied, in concert with the Prince Sovereign of the Netherlands, and in aid of an equal sum to be furnished by Him towards augmenting and improving the defences of the Low Countries.

3dly. To bear, equally with Holland, such further charges as may be agreed upon between the said high Contracting Parties and their Allies, towards the final and satisfactory settlement of the Low Countries in union with Holland, and under the dominion of the House of Orange, not exceeding, in the whole, the sum of 3,000,000 sterling, to be defrayed by Great Britain.

In consideration, and in satisfaction of the above engagements, as taken by His Britannic Majesty, the Prince Sovereign of the Netherlands agrees to cede in full Sovereignty to His Britannic Majesty, the Cape of Good Hope, and the Settlements of Demerara, Essequibo and Berbice, upon the condition nevertheless, that the subjects of the said Sovereign Prince, being proprietors in the said Colonies or Settlements, shall be at liberty (under such regulations as may hereafter be agreed upon in a Supplementary Convention) to carry on trade between the said Settlements and the Territories in Europe of the said Sovereign Prince.

It is also agreed between the two high Contracting Parties, that the ships of every kind belonging to Holland, shall have permission to resort freely to the Cape of Good Hope for the purposes of refreshment and repairs, without being liable to other charges than such as British subjects are required to pay.

2. The small district of Bernagore, situated close to Calcutta, being requisite to the due preservation of the peace and police of that city, the Prince of Orange agrees to cede the said district to His Britannic Majesty, upon a payment of such sum annually to His Royal Highness as may be considered, by Commissioners to be appointed by the respective Governments, to be just and reasonable, with reference to the profits or revenue usually derived by the Dutch Government from the same.

3. The present Additional Articles shall have the same force and validity as if they were inserted word for word in the Convention signed this day. They shall be ratified, and the ratifications shall be exchanged at the same time and place.

In witness whereof, we the undersigned Plenipotentiaries have signed, and affixed to them the seals of our arms.

Done at London, this 13th day of August 1814.

Signed

CASTLEREAGH, (L. S.)

H. FAGEL, (L. S.)

In the name of the Most Holy and Undivided Trinity. His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the King of the Netherlands, being equally desirous of promoting and cementing the harmony and good understanding so happily established between the two countries, by carrying into immediate execution that part of the

Convention between Great Britain and the Netherlands. Signed at London, the 12th August 1815.

Vol. I Ch. II. provisions of the first Additional Article of the Convention of the 13th of
NETHERLANDS. August 1814, which stipulates that the subjects of His Majesty the King of the Netherlands, being proprietors in the Colonies of Demerara, Essequibo and Berbice, shall be at liberty (under certain regulations) to carry on trade between the said Settlements and the Territories in Europe of His said Majesty, have nominated for their Plenipotentiaries, viz. His Majesty the King of the United Kingdom of Great Britain and Ireland, Henry Earl Bathurst, a Member of His Majesty's Most Honourable Privy Council, and one of His Principal Secretaries of State; and His Majesty the King of the Netherlands, the Sieur Henry Baron Fagel, a Member of the Corps des Nobles of the Province of Holland, and His Ambassador Extraordinary and Plenipotentiary to His Britannic Majesty; who, after having communicated to each other their respective full Powers, found in due and proper form, have agreed to the following Articles:

1. It is hereby agreed, that, for the space of five years from the 1st of January 1816, the aforesaid trade may be carried on in any ships being the property of subjects of His Majesty the King of the Netherlands, wheresoever built, and without any restriction or limitation as to the mariners navigating them: but at the expiration of the said five years, or as much sooner as His Majesty the King of the Netherlands shall think proper, such trade shall be carried on only in such ships as are Dutch-built, and whereof the master and three-fourths of the crew are the subjects of His Majesty the King of the Netherlands.

2. His Majesty the King of the Netherlands reserves to Himself the liberty of imposing such duties as He may think fit, upon the importation into the European Dominions of His said Majesty, of the produce of the Colonies in question; and vice versâ, with regard to exportation: but the duties to be paid within the Colonies shall be applicable to the Dutch, as well as to the British trade.

3. The Subjects of His Majesty the King of the Netherlands, being proprietors in the said Colonies, shall be at perfect liberty to go to the said Colonies, and to return, without being subjected in this respect to any delay or difficulty; or to appoint persons to act for them in the management of the said intercourse, or of their properties in the said Colonies; subject, however, during their residence there, to the laws and regulations of the same. They shall also have full liberty to dispose of their property in any manner in which they may think fit: but it is understood that in regard to Negroes, they are to be subject to the same restrictions as British subjects.

4. In order to protect the proprietors of estates in the said Colonies from the ruinous effects of the immediate foreclosure of mortgages due to the subjects of His Majesty the King of the Netherlands, it is further agreed, that in all cases in which the proprietor of an estate shall offer to the holder of any mortgage on the said estate, made prior to the first of January 1814 (such mortgagee being a subject of His Majesty the King of the Netherlands), the security hereinafter specified, such mortgagee shall not be at liberty to proceed to the immediate or summary foreclosure of the said mortgage; it being however understood, that in all cases in which no such security shall be offered by the proprietor, the mortgagee shall retain all those rights as to foreclosure, to which he is at present entitled.

The security in question must provide that the mortgagee shall receive, at the expense of the proprietor of the estate, a new mortgage for the whole amount of the debt now due to him, including both that part of the original debt which has not been discharged, and the interest which may have

accrued upon it, up to the 31st December 1814, inclusive. That this security shall reserve to the mortgagee that priority of claim over other mortgagees and creditors to which he is entitled under his original mortgage: that it shall bear an annual interest, beginning from the 1st of January 1815, at the same rate, and payable in the same manner, as that which was payable under the original mortgage; and that the whole amount of the new debt shall be payable by eight annual instalments, the first of which is to become payable on the 1st of January 1820.

The new security shall also afford to the mortgagee all those means of legal redress, in the event of non-payment of the interest, or omission to discharge the principal when due, and all those other privileges and advantages to which he would be entitled under his existing mortgage, and shall place him, with respect to the debt for which the new security is given, in the same situation as he stood with respect to his original claim upon the estate, excepting only in what relates to the period at which the payment may be demanded, so that no later creditor shall derive from this arrangement, any power to affect the rights of the original creditor, and that no further suspension of payment (*surchéance*) beyond that herein agreed upon, shall take place without the original creditor's especial consent.

It is farther agreed, that in order to entitle the mortgagee to receive the security specified in this Article, he shall, as soon as the said security is duly recorded in the said Colony and delivered to the mortgagee or his agent, in the Colony, (the expenses of such record being defrayed by the proprietors), deliver up to be cancelled the mortgages or bonds originally granted to him, or exhibit legal proof that the said mortgages and bonds have been duly cancelled, and are no longer of any value.

It is further expressly agreed, that, with the exceptions of the modifications specified in this Article, the rights of mortgagees and creditors shall remain in tact.

5. It is agreed that all Dutch proprietors, acknowledged to be such by the present Convention, shall be entitled to supply their estates from the Netherlands with the usual articles of supply; and in return, to export to the Netherlands the produce of the said estates; but that all other importation of goods from the Netherlands into the Colonies, or export of produce from the Colonies to the Netherlands, shall be strictly prohibited; and it is further agreed, that the exportation of all such articles as may be prohibited to be exported to those Colonies from the British dominions, shall be also prohibited to be exported from the Netherlands.

6. By Dutch proprietors are to be understood:—

First, All subjects of His Majesty the King of the Netherlands resident in His said Majesty's European dominions, who are at present proprietors in the said Colonies.

Secondly, All subjects of His said Majesty who may hereafter become possessed of estates now belonging to Dutch Proprietors therein.

Thirdly, All such proprietors as, being now resident in the above Colonies, and being natives of the Netherlands, may (by virtue of Article 8. of the present Convention) declare that they wish to continue to be considered as such; and

Fourthly, All subjects of His said Majesty who may be the holders of mortgages on estates in the said Colonies, made prior to the date of this Convention, and who may, under their mortgage deeds, have the right of exporting from the said Colonies to the Netherlands, the produce of the said estates; subject, nevertheless, to the restrictions specified in Article 9.

7. In all cases where the right of supplying the mortgaged estate with articles of supply, and exporting produce from it to the Netherlands, is not

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actually secured to the mortgagees by the mortgage deed, the mortgagee shall be allowed to export from the Colony only such quantity of produce as will be sufficient, when estimated at the current prices of the Colony, to pay the amount of interest or principal annually due to him, and to import into the Colony Articles of supply in the same proportion.

8. All proprietors, subjects to His Majesty the King of the Netherlands, now residing in the above Colonies, must, in order to entitle themselves to the benefits of this Convention, declare, within three months after the publication of this Convention in the said Colonies, whether they wish to be considered as such.

9. In all cases where both Dutch and British subjects have mortgages upon the same property in the said Colonies, the quantity of produce to be consigned to the different mortgagees, shall be in proportion to the amount of the debts respectively due to them.

10. In order more easily to carry into effect, and the better to ensure the execution of the provisions of this Convention, it is agreed, that exact and specific lists shall be made out every year, by order of the King of the Netherlands, containing the names and places of abode of the proprietors resident in the Netherlands, together with the name and description of the estate belonging to them respectively, specifying whether the same be a sugar or other plantation, and whether the whole or any part of the estate belong to the proprietor in question: similar lists shall also be made out of the existing mortgages on estates, in as far as these mortgages are held by Dutch subjects, specifying the amount of the debt on mortgage, either actually existing, or to be made out by virtue of the provisions of Article 4.

These lists shall be delivered over to the British Government, and shall be sent to the Colonies in question, in order to make out from them, in conjunction with a list of the Dutch proprietors resident in the said Colonies, the whole amount of the Dutch population and property or interest in the said Colonies.

11. His Majesty the King of the Netherlands having represented to His Britannic Majesty that the Company of Dutch Merchants and others (styling themselves the Berbice Association), have a just claim to certain estates formerly settled by them in the Colony of Berbice, of which they were dispossessed by the Revolutionary Government of Holland, and which, on the capture of the said Colony by His Britannic Majesty, were considered as Government property; His Britannic Majesty engages to restore to the said Berbice Association, within six months after the exchange of the ratifications of the present Convention, the estates of *Dageraad*, *Dankbaarrheid*, *Johanna*, and *Sandvoort*, together with all the negroes and stock now actually employed upon the same; such restoration to be in full compensation and satisfaction of all claims which the said Association may have, or may pretend to have, against His Britannic Majesty or His subjects, on account of any property heretofore belonging to them in the Colony of Berbice.

12. All questions of a private nature, relating to such property as comes within the operation of this Convention, shall be decided by competent judicial authority, according to the laws in force in the said Colonies.

13. His Britannic Majesty engages, that the utmost fairness and impartiality shall be shewn in all matters affecting the rights and interests of Dutch proprietors.

14. The two high Contracting Parties reserve to themselves the power of making such future modifications in the present Convention, as experience may point out to be desirable for the interest of both.

15. Lastly, It is agreed, that the provisions of this Convention shall be in force from the date of the exchange of the ratifications. Vol. I, Ch. II.
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16. The present Convention shall be ratified, and the ratifications thereof shall be exchanged in London, within three weeks from the date hereof, or sooner, if possible.

In witness whereof, the respective Plenipotentiaries have signed it, and affixed thereunto the seal of their arms.

Done at London, the 12th of August 1815.

Signed BATHURST, (L.S.)

H. FAGEL, (L.S.)

In the Name of the Most Holy Trinity. His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the King of the Netherlands, animated with a mutual desire to adopt the most effectual measures for putting a stop to the carrying on of the Slave Trade by their respective subjects, and for preventing their respective flags from being made use of as a protection to this nefarious traffic, by the people of other countries who may engage therein; their said Majesties have accordingly resolved to proceed to the arrangement of a Convention for the attainment of their objects, and have therefore named as Plenipotentiaries, *ad hoc*,

Treaty between Great Britain and the Netherlands. Signed at the Hague, May 4th 1818.

His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Richard Earl of Clancarty, Viscount Dunlo, Baron Kilconnel, Baron Trench of Garbally, in the United Kingdom of Great Britain and Ireland, one of His Majesty's Most Honourable Privy Council in Great Britain and also in Ireland, Member of the Committee of the first for the affairs of Commerce and Colonies, Colonel of the Regiment of Militia of the County of Galway, Knight Grand Cross of the Most Honourable Order of the Bath, Ambassador Extraordinary and Plenipotentiary of His said Majesty to His Majesty the King of the Netherlands, Grand Duke of Luxemburg; and His Majesty the King of the Netherlands, Anne William Charles Baron de Nagell d'Ampsen, Member of the Body of Nobles of the Province of Guelderland, Knight Grand Cross of the Order of the Belgic Lion, and of that of Charles the Third, Chamberlain and Minister of State, holding the Department of Foreign Affairs; and Cornelius Felix van Maanen, Commander of the Order of the Belgic Lion, and Minister of State, holding the Department of Justice; who, having exchanged their full Powers, found in good and due form, have agreed on the following Articles:

1. The laws of the United Kingdom of Great Britain and Ireland rendering it already highly penal for the subjects of His Britannic Majesty to carry on, or to be in any way engaged in trade in Slaves, His Majesty the King of the Netherlands, referring to the 8th Article of the Convention entered into with His Britannic Majesty on the 13th August 1814, engages in pursuance thereof, and within eight months from the ratification of these presents, or sooner if possible, to prohibit all His subjects, in the most effectual manner, and especially by penal law the most formal, to take any part whatever in the trade of Slaves; and in the event of the measures already taken by the British Government, and to be taken by that of the Netherlands, being found ineffectual or insufficient, the high Contracting Parties mutually engage to adopt such further measures, whether by legal provision or otherwise, as may from time to time appear to be best calculated, in the most effectual manner, to prevent all their respective subjects from taking any share whatever in this nefarious traffic.

2. The two high Contracting Parties, for the more complete attainment of the object of preventing all traffic in Slaves, on the part of their respective

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subjects, mutually consent that the ships of their Royal Navies, which shall be provided with special Instructions for this purpose, as herein-after mentioned, may visit such merchant vessels of the two nations, as may be suspected upon reasonable grounds, of having Slaves on board for an illicit traffic; and in the event only of their finding such Slaves on board, may detain and bring away such vessels, in order that they may be brought to trial before the tribunals established for this purpose, as shall hereinafter be specified.

3. In the intention of explaining the mode of execution of the preceding Article, it is agreed ;

1st. That such reciprocal right of visit and detention shall not be exercised within the Mediterranean Sea, or within the Seas in Europe lying without the Straits of Gibraltar, and which lie to the northward of the thirty-seventh parallel of north latitude, and also within and to the eastward of the meridian of longitude twenty degrees west of Greenwich.

2d. That the names of the several vessels furnished with such Instructions, the force of each, and the names of their several Commanders, shall be, from time to time, immediately upon their issue, communicated by the Power issuing the same to the other high Contracting Party.

3d. That the number of ships of each of the Royal Navies authorized to make such visit as aforesaid, shall not exceed the number of twelve, belonging to either of the high Contracting Parties, without the special consent of the other high Contracting Party being first had and obtained.

4th. That if at any time it should be deemed expedient that any ship of the Royal Navy of either of the two high Contracting Parties, authorized to make such visit as aforesaid, should proceed to visit any merchant ship or ships under the flag, and proceeding under the convoy of any vessel or vessels of the Royal Navy of the other high Contracting Party, that the Commanding Officer of the ship duly authorized and instructed to make such visit, shall proceed to effect the same in communication with the Commanding Officer of the convoy, who, it is hereby agreed, shall give every facility to such visit, and to the eventual detainer of the merchant ship or ships so visited, and in all things assist to the utmost of his power in the due execution of the present Convention, according to the true intent and meaning thereof.

5th. It is further mutually agreed, that the Commanders of the ships of the two Royal Navies, who shall be employed on this service, shall adhere strictly to the exact tenor of the Instructions which they shall receive for this purpose.

4. As the two preceding Articles are entirely reciprocal, the two high Contracting Parties engage mutually to make good any losses which their respective subjects may incur unjustly, by the arbitrary and illegal detention of their vessels; it being understood that this indemnity shall invariably be borne by the Government whose cruiser shall have been guilty of the arbitrary detention; and that the visit and detention of ships specified in this Article shall only be effected by those British or Netherland vessels which may form part of the two Royal Navies, and by those only of such vessels which are provided with the special Instructions annexed to the present Treaty, in pursuance of the provisions thereof.

5. No British or Netherland cruiser shall detain any ship whatever not having Slaves actually on board; and in order to render lawful the detention of any ship, whether British or Netherland, the Slaves found on board such vessel must have been brought there for the express purpose of the traffic.

6. All ships of the Royal Navies of the two nations, which shall hereafter be destined to prevent the traffic in Slaves, shall be furnished by their respective Governments with a copy of the Instructions annexed to the present Treaty, and which shall be considered as an integral part thereof.

These Instructions shall be written in the Dutch and English languages, and signed for the vessels of each of the two Powers, by the Minister of their respective marine.

The two high Contracting Parties reserve the faculty of altering the said instructions, in whole or in part, according to circumstances; it being, however, well understood, that the said alterations cannot take place but by the common agreement, and by the consent of the two high Contracting Parties.

7. In order to bring to adjudication, with the least delay and inconvenience, the vessels which may be detained for having been engaged in a traffic of Slaves, according to the tenor of the Fifth Article of this Treaty, there shall be established, within the space of a year at furthest from the exchange of the ratifications of the present Treaty, two mixed Courts of Justice, formed of an equal number of individuals of the two nations, named for this purpose by their respective Sovereigns.

These Courts shall reside—one in a possession belonging to His Britannic Majesty, the other within the territories of His Majesty the King of the Netherlands; and the two Governments, at the period of the exchange of the ratifications of the present Treaty, shall declare, each for its own dominions, in what places the Courts shall respectively reside. Each of the two high Contracting Parties reserving to itself the right of changing, at its pleasure, the place of residence of the Court held within its own dominions; provided, however, that one of the two Courts shall always be held upon the coast of Africa, and the other in one of the colonial possessions of His Majesty the King of the Netherlands.

These Courts shall judge the Causes submitted to them according to the terms of the present Treaty, without appeal, and according to the Regulations and Instructions annexed to the present Treaty, of which they shall be considered as an integral part.

8. In case the Commanding Officer of any of the ships of the Royal Navies of Great Britain, and of the Netherlands, commissioned under the Second Article of this Treaty, shall deviate in any respect from the dispositions of the said Treaty, and shall not be enabled to justify himself, either by the tenor of the said Treaty, or of the Instructions annexed to it; the Government which shall conceive itself to be wronged by such conduct, shall be entitled to demand reparation, and in such case the Government, to which the captor may belong, binds itself to cause inquiry to be made into the subject of the complaint, and to inflict upon the captor, if he be found to have deserved it, a punishment proportionate to the transgression which may have been committed.

9. The Acts or Instruments annexed to this Treaty, and which form an integral part thereof, are as follows:

a. Instructions for the ships of the Royal Navies of both nations, destined to prevent the traffic in Slaves.

b. Regulation for the mixed Courts of Justice, which are to hold their sittings on the coast of Africa, and in one of the Colonial possessions of His Majesty the King of the Netherlands:

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10. The present Treaty, consisting of ten Articles, shall be ratified, and the ratifications exchanged within the space of one month from this date, or sooner if possible.

In witness whereof the respective Plenipotentiaries have signed the same, and thereunto affixed the seal of their arms.

Done at the Hague, the 4th day of May, in the year of our Lord 1818.

Signed CLANCARTY, (L.S.) A. W. C. DE NAGELL, (L.S.)
VAN MAANEN, (L.S.)

*Instructions for the Ships of the British and Netherland Royal Navies,
employed to prevent the Traffic in Slaves.*

As annexed to
the Treaty
signed at the
Hague, 4th May
1818.

1. Every ship of the Royal British or Netherland Navy, which, furnished with these instructions, shall, in conformity with the second Article of the Treaty of this date, have a right to visit the merchant ships of either of the two Powers actually engaged, or suspected to be engaged in the Slave Trade, may, except in the seas exempted by the third Article of the said Treaty, proceed to such visit, and should any Slaves be found on board, brought there for the express purpose of the traffic, the commander of the said ship of the Royal Navy may detain them, and having detained them, he is to bring them as soon as possible for judgment, before that of the two mixed Courts of Justice, appointed by the seventh Article of the Treaty of this date, which shall be the nearest, or which the Commander of the capturing ship shall, upon his own responsibility, think he can soonest reach from the spot where the ship shall have been detained.

Ships, on board of which no Slaves shall be found, intended for purposes of traffic, shall not be detained on any account or pretence whatever.

Negro servants or sailors that may be found on board the said vessels cannot in any case be deemed a sufficient cause for detention.

2. Whenever a ship of the Royal Navy, so commissioned, shall meet a merchantman liable to be searched, it shall be done in the mildest manner, and with every attention which is due between allied and friendly nations; and in no case shall the search be made by an officer holding a rank inferior to that of Lieutenant in the Navies of Great Britain and of the Netherlands.

3. The ships of the Royal Navies so commissioned, which may detain any merchant ship, in pursuance of the tenor of the present instructions, shall leave on board all the cargo, as well as the Master, and a part at least of the crew of the above-mentioned ship: the captor shall draw up in writing an authentic declaration, which shall exhibit the state in which he found the detained ship, and the changes which may have taken place in it. He shall deliver to the Master of the detained ship, a signed certificate of the papers seized on board the said vessel, as well as of the number of Slaves found on board at the moment of detention.

The Negroes shall not be disembarked till after the vessels which contain them shall be arrived at the place where the legality of the capture is to be tried by one of the two mixed Courts, in order that in the event of their not being adjudged legal prize, the loss of the proprietors may be more easily repaired. If, however, urgent motives, deduced from the length of the voyage, the state of health of the negroes, or other causes, required that they should be disembarked, entirely or in part, before the vessel could arrive at the place of residence of one of the said Courts, the Commander of the capturing ship may take on himself the responsibility of such disembarkation, provided that the necessity be stated in a certificate in proper form.

Regulations for the Mixed Courts of Justice, which are to reside on the coast of Africa, and in a Colonial Possession of His Majesty the King of the Netherlands. Vol. I. Ch. II. NETHERLANDS.

1. The mixed Courts of Justice, to be established by the Treaty of this date, upon the coast of Africa and in a Colonial Possession of His Majesty the King of the Netherlands, are appointed to decide upon the legality of the detention of such vessels as the cruisers of both nations shall detain in pursuance of this same Treaty.

The above-mentioned Courts shall judge definitively and without appeal, according to the present Treaty.

The proceeding shall take place as summarily as possible : the Courts are required to decide (as far as they shall find it practicable) within the space of twenty days, to be dated from that on which every detained vessel shall have been brought into the port where they shall reside :—First, upon the legality of the capture ;—Secondly, in the cases in which the captured vessel shall have been liberated, as to the indemnification which the said vessel is to receive.

And it is hereby provided, that in all cases the final sentence shall not be delayed on account of the absence of witnesses, or for want of other proofs, beyond the period of two months, except upon the application of any of the parties interested, when, upon their giving satisfactory security to charge themselves with the expense and risks of the delay, the Courts may at their discretion grant an additional delay not exceeding four months.

2. Each of the above-mentioned mixed Courts, which are to reside on the coast of Africa, and in a Colonial Possession of His Majesty the King of the Netherlands, shall be composed in the following manner :

The two high Contracting Parties shall each of them name a Judge and an Arbitrator, who shall be authorized to hear and to decide without appeal all cases of capture of vessels which, in pursuance of the stipulations of the Treaty of this date, shall be brought before them. All the essential parts of the proceedings carried on before these mixed Courts shall be written down in the legal language of the country in which the Court may reside.

The Judges and the Arbitrators shall make oath before the principal Magistrate of the place in which the Courts may reside, to judge fairly and faithfully, to have no preference either for the claimants or the captors, and to act in all their decisions in pursuance of the stipulations of the treaty of this date.

There shall be attached to each Court a Secretary or Registrar, appointed by the Sovereign of the country in which the Court may reside, who shall register all its acts, and who, previous to his taking charge of his post, shall make oath before the Court to conduct himself with respect for their authority, and to act with fidelity in all the affairs which may belong to his charge.

3. The form of the process shall be as follows :

The Judges of the two nations shall, in the first place, proceed to the examination of the papers of the vessels, and to receive the depositions of the Captain and of two or three at least of the principal individuals on board of the detained vessel, as well as the declaration on oath of the Captor, should it appear necessary, in order to be able to judge and to pronounce whether the said vessel has been justly detained or not, according to the stipulations of the present Treaty, and in order that according to this judgment it may be condemned or liberated. And in the event of the two Judges not agreeing in the sentence they ought to pronounce, whether as to the legality of the detention or the indemnification to be allowed, or any other question which might result from the stipulations of the present Treaty,

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they shall draw by lot the name of one of the two Arbitrators, who, after having considered the documents of the process, shall consult with the above-mentioned Judges on the case in question, and the final sentence shall be pronounced conformably to the opinion of the majority of the above-mentioned Judges, and of the above-mentioned Arbitrator.

4. In the authenticated declaration, which the Captor shall make before the Court, as well as in the certificate of the papers seized, which shall be delivered to the Captain of the captured vessel, at the time of the detention, the above-mentioned Captor shall be bound to declare his name, the name of his vessel, as well as the latitude and longitude of the place where the detention shall have taken place, and the number of Slaves found on board of the ship at the time of the detention.

5. As soon as sentence shall have been pronounced, the detained vessel, if liberated, and the cargo, in the state in which it shall then be found, shall be restored to the Master, or the person who represents him, who may, before the same Court, claim a valuation of the damages, which they may have a right to demand: the Captor himself, and, in his default, his Government, shall remain responsible for the above-mentioned damages.

The two high Contracting Parties bind themselves to pay, within the term of a year from the date of the sentence, the costs and damages which may be granted by the above-named Court, it being understood that these costs and damages shall be at the expense of the Power of which the Captor shall be a subject.

6. In case of the condemnation of a vessel, she shall be declared lawful prize, as well as her cargo, of whatever description it may be, with the exception of the Slaves who may be on board as objects of commerce; and the said vessel, as well as her cargo, shall be sold by public sale, for the profit of the two Governments; and as to the Slaves, they shall receive from the mixed Court a certificate of emancipation, and shall be delivered over to the Government on whose territory the Court which shall have so judged them shall be established, to be employed as servants or free labourers.

Each of the two Governments binds itself to guarantee the liberty of such portion of these individuals as shall be respectively consigned to it.

7. The mixed Courts shall also take cognizance and decide according to the third article of this regulation, on all claims for compensation, on account of losses occasioned to vessels detained under suspicion of having been engaged in the Slave Trade, but which shall not have been condemned as legal prize by the said Courts; and in all cases wherein restitution shall be decreed, the Court shall award to the claimant or claimants, his or their lawful attorney or attornies, for his or their use, a just and complete indemnification for all costs of suit, and for all losses and damages which the claimant or claimants may have actually sustained by such capture and detention; that is to say, first, in case of total loss, the claimant or claimants shall be indemnified:

- a. For the ship, her tackle, apparel, and stores.
- b. For all freights due and payable.
- c. For the value of the cargo of merchandize, if any; deducting for all charges and expenses payable upon the sale of such cargoes, including commission of sale.
- d. For all other regular charges, in such cases of total loss; and,

Secondly, in all other cases not of total loss, the claimant or claimants shall be indemnified:

- a. For all special damages and expenses occasioned to the ship by the detention, and for loss of freight, when due or payable.

b. A demurrage when due, according to the schedule annexed to the present Article.

c. For any deterioration of cargo.

d. An allowance of five per cent. on the amount of the capital employed in the purchase of cargo, for the period of delay occasioned by the detention ; and,

e. For all premium of insurance on additional risks.

The claimant or claimants shall in all cases be entitled to interest, at the rate of five per cent. per annum on the sum awarded, until paid by the Government to which the capturing ship belongs: the whole amount of such indemnifications being calculated in the money of the country to which the captured ship belongs, and to be liquidated at the exchange current at the time of the award.

The two high Contracting Parties, wishing however to avoid, as much as possible, every species of fraud in the execution of the Treaty of this date, have agreed, that if it should be proved, in a manner evident to the conviction of the Judges of the two nations, and without having recourse to the decision of an Arbitrator, that the captor has been led into error by a voluntary and reprehensible fault on the part of the Captain of the detained ship ; in that case only, the detained ship shall not have the right of receiving, during the days of her detention, the demurrage stipulated by the present Article.

Schedule of demurrage or daily allowance for a Vessel of

100 tons to 120 inclusive,	£5	} per diem,
121 ditto—150 ditto,	6	
151 ditto—170 ditto,	8	
171 ditto—200 ditto,	10	
201 ditto—220 ditto,	11	
221 ditto—250 ditto,	12	
251 ditto—270 ditto,	14	
271 ditto—300 ditto,	15	

and so on in proportion.

8. Neither the Judges nor the Arbitrators, nor the Secretary of the mixed Court, shall be permitted to demand or receive, from any of the parties concerned in the sentences which they shall pronounce, any emolument, under any pretext whatsoever, for the performance of the duties which are imposed upon them by the present regulation.

9. The two high Contracting Parties have agreed that in the event of the death or legal impeachment of one or more of the Judges or Arbitrators composing the above-mentioned mixed Courts, their posts shall be supplied, *ad interim*, in the following manner :

On the part of the British Government, the vacancies shall be filled successively in the Court, which shall sit within the possessions of His Britannic Majesty, by the Governor or Lieutenant Governor resident in that Colony ; by the principal Magistrate of the same, and by the Secretary ; and in that which shall sit within the possessions of His Majesty the King of the Netherlands, it is agreed that, in case of the death of the British Judge or Arbitrator there, the surviving individuals of the said Court shall proceed equally to the judgment of such ships as may be brought before them, and to the execution of their sentence.

On the part of the Netherlands, the vacancies shall be supplied, in the possessions of His Majesty the King of the Netherlands, successively by the Governor or Lieutenant Governor, the principal Magistrate and Secretary of

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Government; and upon the coast of Africa, in case of the death of any Netherland Judge or Arbitrator, the surviving members of the Court shall proceed to judgment in the same manner as above specified for the Court resident in the possession of His Majesty the King of the Netherlands, in the event of the death of the British Judge or Arbitrator.

The high Contracting Parties have further agreed, that the Governor or Lieutenant Governor of the Settlement, wherein either of the mixed Courts shall sit, in the event of a vacancy arising, either of the Judge or Arbitrator of the other high Contracting Party, shall forthwith give notice of the same to the Governor or Lieutenant Governor of the nearest Settlement of such high Contracting Party, in order that the loss may be supplied at the earliest possible period; and each of the high Contracting Parties agrees to supply definitively, as soon as possible, the vacancies that may arise in the above-mentioned Courts, from death or any other cause whatever.

SICILY. (1)

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SICILY.

**Treaty between
Great Britain
and the Two
Sicilies. Signed
at London, Sep-
tember 26, 1816.**

In the Name of the Most Holy and Undivided Trinity. His Majesty the King of the Two Sicilies having represented to His Majesty the King of the United Kingdom of Great Britain and Ireland, the inconveniences which result to His finances, and to the navigation and commerce of His subjects, from the continuance of the privileges and exemptions which British subjects and those of some other Powers have enjoyed within His Dominions, and His desire to abolish them by common consent; and His Britannic Majesty having testified to His Sicilian Majesty, His perfect readiness to consent thereto, by the establishment of a state of things, which may at the same time remedy the inconveniences of which His Sicilian Majesty has complained, and provide also for the security and advantage of the subjects and of the commerce of Great Britain in the Dominions of His Sicilian Majesty; Their Britannic and Sicilian Majesties, ever animated by the sentiments of the most intimate friendship, in order to obtain this double purpose, have named for Their Plenipotentiaries, viz. His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Robert Stewart, Viscount Castlereagh, Knight of the Most Noble Order of the Garter, a Privy Councillor, Member of Parliament, Colonel of the Londonderry Regiment of Militia, and His Principal Secretary of State for Foreign Affairs: and His Majesty the King of the Two Sicilies, the Sieur Fabrice Ruffo, Prince of Castalcicala, Minister of State, Acting Gentleman of the Bed Chamber to His said Majesty, Knight Grand Cross of the Most Illustrious Order of St. Ferdinand and of Merit, Knight of the Royal and Most Illustrious Order of St. Januarius, His Envoy Extraordinary and Minister Plenipotentiary to His Britannic Majesty, (and His Ambassador Extraordinary to His Most Christian Majesty), who, after having communicated their full Powers, found to be in due and proper form, have agreed upon the following Articles:

1. His Britannic Majesty consents that all the privileges and exemptions which His subjects, their commerce and shipping, have enjoyed and do enjoy in the Dominions, Ports and Domains of His Sicilian Majesty, in virtue of the Treaty of Peace and Commerce concluded at Madrid the 23d of May 1667,

(1) As to Treaties between Great Britain and Sicily in particular, and the decisions upon them, see ante vol. 1. 620.

between Great Britain and Spain; of the Treaty of Commerce between the same Powers, signed at Utrecht the 9th of December 1713, and at Madrid the 13th of December 1715; and of the Convention concluded at Utrecht, the 8th March 1712-13, between Great Britain and the Kingdom of Sicily, shall be abolished; and it is agreed upon, in consequence, between Their said Britannic and Sicilian Majesties, Their heirs and successors, that the said privileges and exemptions, whether of persons or of flag and shipping, are and shall continue for ever abolished.

2. His Sicilian Majesty engages not to continue, nor hereafter to grant to the subjects of any other Power whatever, the privileges and exemptions abolished by the present Convention.

3. His Sicilian Majesty promises that the subjects of His Britannic Majesty shall not be subjected within His Dominions to a more rigorous system of examination and search by the officers of customs, than that to which the subjects of His said Sicilian Majesty are liable.

4. His Majesty the King of the Two Sicilies promises that British Commerce in general, and the British subjects who carry it on, shall be treated throughout His Dominions upon the same footing as the most favoured nations, not only with respect to the persons and property of the said British subjects, but also with regard to every species of article in which they may traffic, and the taxes or other charges payable on the said articles, or on the shipping in which the importations shall be made.

5. With respect to the personal privileges to be enjoyed by the subjects of His Britannic Majesty in the Kingdom of the Two Sicilies, His Sicilian Majesty promises that they shall have a free and undoubted right to travel and to reside in the Territories and Dominions of His said Majesty, subject to the same precautions of police which are practised towards the most favoured nations. They shall be entitled to occupy dwellings and warehouses, and to dispose of their personal property of every kind and description, by sale, gift, exchange, or will, and in any other way whatever, without the smallest loss or hindrance being given them on that head. They shall not be obliged to pay, under any pretence whatever, other taxes or rates than those which are paid, or that hereafter may be paid, by the most favoured nations in the Dominions of His said Sicilian Majesty. They shall be exempt from all military service, whether by land or sea; their dwellings, warehouses, and every thing belonging or appertaining thereto for objects of commerce or residence, shall be respected. They shall not be subjected to any vexatious search or visits. No arbitrary examination or inspection of their books, papers, or accounts, shall be made under the pretence of the Supreme Authority of the State, but these shall alone be executed by the legal sentence of the competent tribunals. His Sicilian Majesty engages on all these occasions to guarantee to the subjects of His Britannic Majesty who shall reside in His States and Dominions, the preservation of their property and personal security, in the same manner as those are guaranteed to His subjects, and to all foreigners belonging to the most favoured and most highly privileged nations.

6. According to the tenor of the Articles 1, and 2. of this Treaty, His Sicilian Majesty engages not to declare null and void the privileges and exemptions which actually exist in favour of British Commerce within His Dominions, till the same day, and except by the same Act, by which the privileges and exemptions whatsoever they are, of all other nations, shall be declared null and void within the same.

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7. His Sicilian Majesty promises, from the date when the general abolition of the privileges according to the Articles 1, 2, and 6. shall take place — to make a reduction of ten per cent. upon the amount of the duties, payable according to the tariff in force the 1st of January 1816, upon the total of the merchandize or productions of the United Kingdom of Great Britain and Ireland, her Colonies, Possessions, and Dependencies, imported into the States of His said Sicilian Majesty, according to the tenor of Article 4. of the present Convention — it being understood that nothing in this Article shall be construed to prevent the King of the Two Sicilies from granting, if He shall think proper, the same reduction of duty to other foreign nations.

8. The subjects of the Ionian Islands shall, in consequence of their being actually under the immediate protection of His Britannic Majesty, enjoy all the advantages which are granted to the Commerce, and to the subjects of Great Britain by the present Treaty — it being well understood that, to prevent all abuses, and to prove its identity, every Ionian vessel shall be furnished with a patent, signed by the Lord High Commissioner or his representative.

9. The present Convention shall be ratified, and the ratifications thereof exchanged in London, within the space of six months, or sooner if possible. In witness whereof, the respective Plenipotentiaries have signed it, and thereunto affixed the seal of their arms.

Done at London, the 26th of September 1816.

Signed CASTLEREAGH, (L.S.) CASTELCICALA, (L.S.)

Separate and
Additional
Article.

In order to avoid all doubt respecting the reduction upon the duties in favour of British Commerce, which His Sicilian Majesty has promised in the 7th Article of the Convention, signed this day between His Britannic Majesty and His Sicilian Majesty, it is declared, by this present Separate and Additional Article, that by the concession of ten per cent. of diminution, it is understood, that in case the amount of the duty should be twenty per cent. upon the value of the merchandize, the effect of the reduction of ten per cent. is to reduce the duty from twenty to eighteen; and so for other cases in proportion. And that for the articles which are not taxed *ad valorem* in the tariff, the reduction of the duty shall be proportionate; that is to say, a deduction of a tenth part upon the amount of the sum payable shall be granted.

The present Separate and Additional Article shall have the same force and validity as if it had been inserted, word for word, in the Convention of this day — it shall be ratified, and the ratification thereof shall be exchanged at the same time.

In witness whereof, the respective Plenipotentiaries have signed it, and have thereunto affixed the seal of their arms.

Done at London, the 26th of September 1816.

Signed CASTLEREAGH, (L.S.) CASTELCICALA, (L.S.)

MOROCCO. (1)

TREATY OF PEACE concluded between His Majesty George the First, King of Great Britain, France and Ireland, and Muli Ismael, son of Muli Alli Sherife, King of Fez, Mequinez, Morocco, and all the West of Africa, God bless him. The following Articles were agreed on, in the presence of Bashaw Ahamad, son of Abdula, and the then English Ambassador, interpreted by Moses son of Attor, servant and interpreter at the Emperor's Court.

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Morocco.

Treaty between
Great Britain
and Morocco.
Signed at Fez,
23d January
1721. (2)

1. In order to establish Peace between the Powers, both by land and sea, and all their respective Dominions, it is agreed on, that the English may now, and always hereafter, be well used and respected by our Subjects, agreeable to the orders and commands of the Emperor.

2. That all English men of war and merchant ships, that shall come to any part of the Emperor's Dominions, to trade or otherwise, and shall have on board a cargo not proper for vending in the place where they shall come, may depart with the same to any other part of the Emperor's Dominions, and shall pay duty but once for the same; and that no duty at all shall be paid for any war implements, such as fire-arms, swords, and any thing belonging to the Army, as also for materials of all kinds for ship-building; and if any English ship shall arrive at any of the Emperor's Ports, with any merchandize destined for any other part of the world, that no duty shall be paid for such merchandize, but shall depart with the same without any manner of molestation. If any English ship shall be thrown upon the Emperor's coasts, by stress of weather, or otherwise, the same shall be protected, and may safely depart without any ill usage or interruption: in like manner shall be treated the Emperor's ships, happening to be thus thrown on the coast of Great Britain, or the Dominions thereto belonging.

3. That all the English ships and Emperor's ships may pass and repass the seas without hindrance, interruption, or molestation from each other; nor shall any money, merchandize, or any demand be made or taken by the ships of either power from each other; and if any subjects of any other Nation shall be on board either the English or the Emperor's ships, they shall be safely protected by both sides.

4. If the Emperor's men of war meet with any English ships, and shall want to see their passports, they are to send a boat with two men of fidelity to peruse the said passports, who are to return without any further trouble, and then both sides to proceed quietly on their respective voyages; the same usage to be received by the Emperor's merchant ships from the English men of war, who shall allow the passport made out by the English Consul; and if the Consul shall not be present to make them, then the passports made out by the English merchants to be good and valid.

5. If the English men of war, privateers or letter-of-marque ship, shall take prizes from any Nation with whom they shall be at war, they shall have liberty to bring and dispose of the same in any of the Emperor's Dominions, without any duty or charge whatsoever.

(1) As to Treaties between Great Britain and Morocco in particular, and decisions thereon, see ante, vol. 1. (2) Renewed by Article 40. of the Treaty of 1791.

6. If any English ship shall, by storm, or in flying from her enemy, come upon the Emperor's coasts, the same shall be safely protected, and nothing touched or taken away. but shall be under the direction of the English Consul, who shall send the goods and people where he shall think fit.

7. It is the mutual agreement of the King of Great Britain and the Emperor, that the Emperor do issue out orders to all parts of his Dominions, for the well-using of all the English subjects; and that particular places be appointed for the burial of their dead; that the Consul's brokers shall freely go on board any ship without interruption; that the English Consuls, merchants, and other subjects of Great Britain, may safely travel by land with effects, without any hindrance whatever; and if any English, settled in the Emperor's Dominions, shall be desirous to return home, that they may so do with their families, goods, and effects, without interruption: if any English die, the effects of such to be taken under the care of the Consul, to be disposed of as directed by the will of such person, and if no will, for the benefit of such person's next heir; and if any debts shall be owing to such deceased person, the same to be paid by order of the Governor or other person in power, where such person shall die; and that a subject of the Emperor's be appointed to demand and receive the same; and deposit the same in the hands of the English Consul for the aforesaid uses. If any English shall contract debts in the Emperor's Country, and remove from thence without satisfying the same, no other person shall be liable to pay such debts. The like usage and treatment the subjects of the Emperor are to receive in the King of Great Britain's Dominions; and that the King may send as many Consuls to the Emperor's Dominions as He shall think necessary.

8. That no English merchant, Captains of ships, or other person or persons whatsoever, that are English subjects, shall be forced to sell any of their goods for less than the real value; and that no Captain, Master, or Commander of any English ship shall be compelled, without their own will and consent, to carry any goods or merchandizes for any person or persons whatsoever; nor shall any sailor be forced away from any English ship.

9. If any quarrel or dispute shall happen between any Englishman and a Musselman, by which hurt to either may ensue, the same to be heard before and determined by the Emperor only; and if an Englishman, who may be the aggressor, shall make his escape, no other Englishman shall suffer upon his account; and if two Englishmen shall quarrel, to be determined by the English Consul, who shall do with them as he pleases; and if any quarrel or dispute shall happen between Musselmans in England, or in any of the English Dominions, by which hurt may ensue, the same to be heard before one Christian and one Musselman, and to be determined according to the laws of Great Britain.

10. If it shall happen that this Peace by any means shall be broke, the Consul, and all other English, shall have six months' time to remove themselves with their families and effects to any place they please without interruption; and that all debts owing to them shall be justly paid to them.

11. If any English in the Emperor's Dominions, or the Emperor's subjects in the English Dominions, shall maliciously endeavour to break the peace, such of them who shall be proved so to intend shall by each Power be punished for such offence; each Power to take cognizance of their own subjects.

12. If any of the Emperor's subjects shall purchase any commodity in the English Dominions, they shall not be imposed upon in price, but pay the same as is sold to the English.

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13. That not any of the Spanish, whether Captains, Sailors, or other persons under the English Government in Gibraltar, or Port Mahon, shall be taken or molested, sailing under English colours with passports.

14. That no excuse be made, or ignorance pretended, of this peace, the same shall be published and declared to all the subjects of each Power, which declaration shall be signed by each Power, and kept by them to prevent disputes.

15. If any men of war shall be on the Emperor's coasts, that are enemies to the English, and any English men of war, or other English ships, shall happen to be or arrive there also, that they shall not in any manner be hurt or engaged by their enemy; and when such English ships shall sail, their enemies' ships shall not set sail under forty hours afterwards. And if after the conclusion of this Peace, any ships shall happen to be taken by either Power within six months after the proclamation of the Peace, that the same, with the people and effects, shall be restored.

Made and declared in the presence of the Emperor's servant Ahammed Basha, son of Alli, son of Abdula, by the authority given to him by the Emperor. Dated this 23d of January, in the year 1721, English stile. Wrote and given to Charles Stewart, Esq. the English Ambassador, in the 7th year of the reign of King George the First.

Signed CHARLES STEWART.

ADDITIONAL ARTICLES OF PEACE AND COMMERCE between the Most High and Most Renowned Prince George the Second, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Faith, Duke of Brunswick and Lunenburg, Arch Treasurer and Elector of the Holy Roman Empire; and the High and Glorious, Mighty and Right Noble Prince Mulley Abdalla, Ben Mulley Ismael, Ben Mulley Xeriph, Ben Mulley Aly, King and Emperor of the Kingdoms of Fez, Taffalet, Suz, and all the Algarbe and its Territories in Africa, &c. Concluded, agreed, and adjusted by John Russell, Esq. in the behalf of His Britannic Majesty, and by His Excellency Bashaw Hamet Ben Abdallah, on behalf of the said King and Emperor of Morocco.

Additional Articles between Great Britain and Morocco. Signed at Fez, 10th July 1729. (1)

1. That all Moors or Jews, subject to the Emperor of Morocco, shall be allowed a free traffic, to buy or sell for thirty days in the City of Gibraltar, or Island of Minorca, but not to reside in either place, but to depart with their effects, without let or molestation, to any part of the said Emperor of Morocco's Dominions.

2. That the King of Great Britain's subjects be not obliged to appear, before the Cady or Justices of the Country, in any cause, but only the Governor of the place, and His Britannic Majesty's Consul, to take cognizance of, and adjust the difference they may have with the natives of the country.

3. That all of His Britannic Majesty's subjects, as well those of Hanover as others, that may happen to be passengers or belong to any Foreign ship or vessel, and taken by any of the Emperor of Morocco's cruizers shall immediately be set at liberty and sent to the City of Gibraltar.

(1) Renewed by Article 40. of the Treaty of 1791.

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4. That there be permission for buying provisions, and all other necessities, for His Britannic Majesty's fleet or City of Gibraltar, at any of the King of Fez and Morocco's sea-ports, at the market prices, and the same to be shipped off, without paying custom, as has been lately practised, contrary to the Treaty of Peace subsisting.

All the other Articles, being fifteen in number, concluded, agreed, and adjusted, by the Honourable Charles Stewart, Esq. on the behalf of His Britannic Majesty, and by His Excellency Bashaw Hamet Ben Aly, Ben Abdallah, and His Imperial Majesty's Treasurer, Mr. Moses Ben Hattar, a Jew, on the behalf of the said King of Fez and Morocco, shall stand good and be of the same force, as in the reigns of the Most High and Most renowned Prince George the First, King of Great Britain, France, and Ireland, &c. &c. (of Glorious Memory) and the High and Glorious, Mighty and Right Noble Prince Albumazer Muley Ismael, late Emperor of Morocco.

And it is further agreed, that all the Articles aforementioned, as well as the fifteen, as the additional ones, shall in twenty days after the date hereof, be published in the Arabic language and affixt on the gates of all sea-ports in His Imperial Majesty's Dominions.

Signed and dated at the Court of Fez, the 10th day of July 1729. O. S.

Signed JOHN RUSSELL.

Treaty between
Great Britain
and Morocco.
Signed at ———,
15th December
1734. (1)

TREATY OF PEACE between His Majesty George the Second, King of Great Britain, France and Ireland, and Mulay Abedela Ben Ismael, King and Emperor of Fez, Mequinez, Morocco, and all the West of Africa, God bless him.

1. That if any English shall happen to be on board any ship or ships, enemies to the Emperor, that may be taken by the Emperor's ships, such English shall be well treated, delivered into the hands of the English Consul, and have their liberty to go where they please: This Article to continue in force for six months from the conclusion of this Peace; in which time it is required, that notice shall be given by the King of Great Britain to all the English subjects, not to embark on board any of the Emperor's enemies' ships; for after that time, if the English shall so embark, the blame must be their own, as no regard will be had to them more than the Emperor's enemies.

2. If any of the Emperor's subjects shall be made slaves, and escape to an English man of war, or to Gibraltar, Port-Mahon, or any of the English Dominions, that they shall be protected, and with all convenient speed, sent to their respective homes. The like treatment to be given to the English who shall be slaves, and escape to any part of the Emperor's Dominions.

3. If any English shall contract any thing to be paid to the Emperor's subjects, that notes shall be given for the same; and in like manner the same to be observed by the Emperor's subjects in the English Dominions; and if it shall happen, that such subjects of either power cannot write, to get some person to write such notes for them.

That no excuse be made, or ignorance of this peace pretended, the same shall be published and declared to all the subjects of both Powers, both what is now agreed on, and the Articles concluded with King George the First; which declaration shall be signed by each Power, and by them kept to prevent disputes. This Treaty was concluded the 15th of December 1734.

Signed JOHN LEONARD SOLLICOFFRE.

(1) Renewed by Article 40. of the Treaty of 1791.

TREATY OF PEACE between His Majesty George the Second, King of Great Britain, France and Ireland, and Mulay Abédela Ben Ismael, King and Emperor of Fez, Mequinez, Morocco, and all the West of Africa, God bless him; and the following Articles were concluded by Alcaide Habeb Lohab, first Minister, and William Petticrew, Esq. His Britannic Majesty's Consul General.

Vd. I. Ch. II.
Morocco.

Treaty between
Great Britain
and Morocco.
Signed at Fez,
15th January
1750. (1)

1. For establishing peace and friendship, it is agreed and concluded for firm and valid, both by land and sea, in all the Dominions of both Powers, that the English in general shall and may now, and at all times hereafter, enjoy and continue in Peace and friendship with the Emperor and his subjects, and be well used and respected by the Emperor's subjects, agreeable to the order and commands of the Emperor.

2. That such number or quantity of passports, as may be necessary, be transmitted to the Emperor, indented in such manner as shall tally with the passports that shall be received by the English merchants in England; and if an English man of war meets with any merchant ships belonging to the Emperor, such merchant ships shall be obliged to produce and shew their passports given to them by the English Consul.

3. If any dispute shall happen between the English and the Emperor's subjects, the same not to be determined by a Judge, but ended and adjusted by the English Consul and the Coyed, (that is) the mayor of the town, where such dispute shall happen.

4. That none of the Emperor's subjects shall, at any time, forcibly enter the houses of the English, or any place belonging to them, or take and carry away any of their goods and effects, unless they have leave and authority from the Emperor so to do. That if any of the Emperor's subjects shall hire any English ship to carry and convey goods from one part of the Emperor's Dominions to another, and shall happen by stress of weather, or any other occasion, to touch at any place or places in the voyage, such ship or ships shall not be obliged to pay any thing for the shelter or assistance they may receive, and that no English whatever, or any of their servants (though not English) shall be liable to pay the tax, imposed upon the Emperor's subjects, called the poll-tax.

5. That the fifteen Articles of Peace, made and concluded between King George the First, and Muli Ismael, are hereby agreed to and confirmed with His Majesty King George the Second, as good and valid, and shall be faithfully kept and observed, together with the aforesaid four Articles. Concluded the 15th of Rabbei the first, in the year 1164, which is in English stile, the 15th of January 1750.

Signed WILLIAM PETTICREW.

ADDITIONAL ARTICLES OF PEACE AND COMMERCE between the Most High, Illustrious, and Most Renowned Prince George the Second, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Christian Faith, &c. and the High, Glorious, Mighty and Most Noble Prince Mulay Abédela, Ben Mulay Ismael, Ben Mulay Seriph, Ben Mulay Aly, King and Emperor of the Kingdoms of Fez, Morocco, Taffilete, Sus, and all the Algarbe and its Territories, agreed on and concluded by William Petticrew, Esq. on the behalf of His Britannic Majesty, and by the Alcaide Habeb Lohab Ben Hamed Limury, First Minister on the behalf and by order of the King of Fez and Morocco.

Additional Ar-
ticles between
Great Britain
and Morocco.
Signed at Fez,
1st February
1751. (2)

1. It is agreed on and concluded, that from henceforward there shall be between His Majesty of Great Britain, Prince and Elector of Hanover, and

(1) Renewed by Article 40. of the Treaty of 1791.

(2) Renewed by Article 40. of the Treaty of 1791.

the King of Fez and Morocco, their heirs and successors, a general, true, and perfect Peace for ever, as well by land as by sea and fresh waters; and also between the Lands, Kingdoms, Dominions, and Territories belonging to or under the jurisdiction of His Britannic Majesty in Germany, and those appertaining to the King of Fez and Morocco, and their subjects, people, or inhabitants respectively, of what condition, degree, or quality soever, from henceforth reciprocally shall owe the other all friendship: and that all ships, vessels, passengers with their effects trafficking voluntary, or compelled by enemies, disasters of the seas, or any accident whatsoever, to the Coast of the Emperor of Fez and Morocco's Dominions, being His Britannic Majesty's subjects in Germany, shall, from henceforth, be treated with the said regulations as specified by the Treaties of Peace now subsisting between His Britannic Majesty and the King of Fez and Morocco.

2. It is agreed, that all ships and vessels belonging to His Britannic Majesty in Germany, shall carry a proper Pass, and that a copy of such Pass with the heads of the said Passes, shall be sent to His Britannic Majesty's Consul, residing in Barbary, to the end that he may deliver the same to the Commanders or Captains of the King of Fez and Morocco's ships of war or cruizers, to the end that due regard may be had to this Peace, and that no Commander or Captain may offend through ignorance; and all Commanders or Captains of ships or vessels belonging to His Britannic Majesty's subjects in Germany, meeting with any ship or vessel belonging to the King of Fez and Morocco, or his subjects, if the Commander of such ship or vessel produce a Pass signed by the Governor of the City they belong to, with a certificate from the English Consul, and in case of his death or absence, from the major part of the English Merchants residing in the said place, in such cases the said ship or vessel shall pursue freely her voyage without hindrance or molestation.

3. It is agreed, that the King of Great Britain's subjects shall not be obliged to appear before Justices of the Country on any cause, but that only the Governor of the City of His Britannic Majesty's Consul shall take cognizance of, and adjust the difference or suits they may have with the Moors, or other inhabitants in the Dominions of the King of Fez and Morocco.

4. It is agreed, that no Governor or Officer under the King of Fez and Morocco, shall, without the King's Special Order, visit or register the Dwelling-houses or Magazines of any of His Britannic Majesty's subjects residing in Barbary; and that all British ships, taking freight in any Port of the King of Fez and Morocco to carry to other ports of the said Kingdom, shall be exempted from all port charges, as usual, in whatever port they may put in; and that the Consul and the other British merchants shall be freely allowed to have Moors or Jews as their interpreters and brokers, who shall be exempted from all taxes, as likewise all their domestic servants.

All the other Articles, being fifteen in number, concluded, agreed, and adjusted by the Admiral Charles Stewart, on the behalf of His Britannic Majesty; and by His Excellency Bashaw Hemet Ben Ally, Ben Abdalla, and His Imperial Majesty's Treasurer, Mr. Moses Benatar, on behalf of the said King of Fez and Morocco, shall stand good, and be of the same force as in the Reign of the Most High, Illustrious, and Renowned Prince George the First, King of Great Britain, France, and Ireland, of glorious memory; and the High, Mighty, and Most Noble Prince Mulay Ismael, late Emperor of Morocco; as likewise the other Articles, being three in number, agreed and concluded by John Leonard Sollicoffre, Esq. on behalf of His Britannic Majesty, and His Excellency Bashaw Hamet Ben Aly Ben Abdalla, on behalf of the King of Fez and Morocco.

It is agreed on and concluded, that all the Articles aforementioned, being eighteen in number, with these additional Articles that are translated into the Arabic language, copies thereof be sent to all His Imperial Majesty's Alcaldes and Officers of all the ports in his Dominions, there to be read by the Cady or Chief Justice in public assembly; and afterwards to remain deposited either in the hands of the Judge or the Alcaide of the port, that recourse may be had thereto on all occasions which may occur; and that the ratification of the said Articles shall be made within the term of six months or sooner, if possible, in Spanish, which shall be received and be of equal force. Dated and signed at the Court of Fez, on the 1st of February 1751, N.S.

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Morocco.

Signed

WILLIAM PETTICREW.

ARTICLES OF PEACE AND COMMERCE, made between the High and Glorious, Powerful and Most Noble Monarch, Sidi Mahomet Ben Abdalla, Emperor and King of the Kingdoms of Fez and Morocco, Trafilet, Sus, and all the Algarbe, and its Territories in Africa, &c. and the Most High and Famous Monarch, George the Second, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Christian Faith, Duke of Brunswick and Lunenburgh, Arch-Treasurer, and Prince Elector of the Holy Roman Empire, &c. concluded, agreed, and adjusted by the said Emperor of Fez and Morocco, and by the Noble Mark Milbanke, Esq. on the part of His Britannic Majesty.

Treaty between
Great Britain
and Morocco,
Signed at Fez,
28th July
1760. (1)

1. It is agreed and concluded, that, from this time forwards, there shall be, between His Majesty of Great Britain, and the Emperor of Fez and Morocco, their heirs and successors, a general, true, and perfect peace for ever, as well by land as by sea and fresh waters; and also between their lands, kingdoms, dominions, and territories, belonging to, or under the jurisdiction of either of them; and that their respective subjects, people, or inhabitants, of whatever condition, degree, or quality they be, shall reciprocally show to each other all friendship; and that, on the demise of either of their Majesties, the Successor shall send an ambassador to the other, to notify His accession to the Throne.

2. It is also agreed, that all English ships of war, and merchant ships, that shall come to any part of the Emperor's Dominions to trade, or for any other purpose, and shall have on board a cargo, which shall not be saleable in the said place where they come, may depart with the same to any other part whatsoever of the Emperor's Dominions, and shall not pay the duties for it more than once; and that no duty shall be paid for implements of war, such as fire-arms, swords, or any other thing whatsoever which may belong to the military; neither for all sorts of materials used for building ships; and that, if any English ship shall come to any of the Emperor's ports with merchandize destined for another part of the world, they are not to pay any duty for such merchandize, so that they may depart with the same without any molestation. If any English ship shall be thrown upon the Emperor's coast, by bad weather or otherwise, the same shall be protected, and depart again in safety, without any ill-treatment or interruption. And the Emperor's ships, which shall be thrown on the coast of Great Britain, or Dominions thereunto belonging, shall be treated in the same manner.

3. It is also agreed, that all ships belonging to the subjects of the said King of Great Britain, and of the Emperor of Fez and Morocco, and his subjects,

(1) Renewed by Article 40. of the Treaty of 1791.

may securely navigate and pass the seas, without being searched, or receiving hindrance or trouble, the one from the other; and that all persons and passengers, of whatever nation they may be, belonging to either of the parties, shall be entirely free, without being detained, molested, robbed, or receiving any damage from the others. And moreover, it is agreed, that the English ships, which shall be freighted in any port of the Emperor of Fez and Morocco, for other ports of the same kingdom, shall not be obliged to pay the usual port charges; and that no captain or other person, belonging to any ship or vessel of the Emperor of Fez and Morocco, or his subjects, shall take any person or persons whatsoever, out of any ship or vessel of the King of Great Britain, or His subjects, in order to be examined, or under any other pretence whatsoever; neither shall they offer violence to any person or persons, of whatever nation or quality they be, on board a ship belonging to His Majesty's subjects.

4. It is besides agreed, for the better observance of the preceding Articles, according to their true intent, that the ships of war or cruizers, belonging to the Emperor of Fez and Morocco, or to his subjects, meeting with any ships, or other vessels, of the King of Great Britain, or His subjects, (not being in the seas belonging to His Majesty's Dominions) may send a single boat on board, with two trusty rowers, and no more, who may enter such ships or vessels; that on shewing them a passport, signed by the King of Great Britain, or by the High Admiral of England, Scotland, and Ireland, in the form hereafter mentioned, the said boat shall depart immediately, leaving such ships to pursue their voyage freely: and when it may happen, that any ship of war, or privateer, of the King of Great Britain, shall meet any ship or vessel of the Emperor of Fez and Morocco, or of his subjects, on the Captain of such ship shewing a passport from the governor of the city to which he belongs, with a certificate from the English Consul, or, in case of his death, or absence, from the major part of the English merchants residing there; in such case, he shall be permitted to pursue his voyage without impediment or injury.

5. It is also agreed, that, in case any ships of war of the King of Great Britain, or of His subjects, shall come to any port under the dominion of the Emperor of Fez and Morocco, with prize goods, they shall be permitted to sell them without hindrance or imposition; and, in case any squadron or single ship of war, or merchant ship of His Majesty, shall want provisions, victuals, or refreshments, it is hereby agreed, that they may buy them in the quantity and quality they shall have occasion for, at the current market-price, free of duties, or of any other gratuity.

6. It is moreover agreed, that if any ship, or other vessel, belonging to His Britannic Majesty, or to His subjects, shall, by misfortune, storm, or any other disaster whatsoever, be forced ashore, or wrecked, on any part of the Dominions of the Emperor of Fez and Morocco, such ship or ships, persons and goods, shall be faithfully, and without the least damage or diminution, restored and delivered to the Consul, or any other person whom their owner shall appoint to receive the same; the people shall be set at liberty, and permitted to depart whensoever they please, without the least detention.

7. It is moreover agreed, that His Majesty of Great Britain shall have liberty to establish a Consul, or as many Consuls as he pleases, in the Dominions of the Emperor of Fez and Morocco, and that the said Consul or Consuls may reside in any port, or ports, or places they please, as well maritime as others, belonging to, or under the jurisdiction of the Emperor of Fez and Morocco; and that the said Consul or Consuls shall be treated with

the respect due to their titles or characters; and they, as well as the other subjects of His Majesty residing there, shall be permitted to enjoy the entire freedom and exercise of their religion, without the least impediment, reproach, or affront, either in word or action; and that they shall have a decent place for their burying ground, against which no violence shall be committed; and that the aforesaid Consuls, and factors, may dispatch, at their pleasure, their brokers and servants, with liberty to go from place to place, by sea and land; it is likewise granted to them to embark and go on board any ship or ships whatsoever, to treat and contract, as well in the port as in the road, without impediment, constraint or limitation, concerning their effects, secure from any risk of confiscation or embargo, under any pretence; and the said Consul or Consuls, with the other subjects of His Britannic Majesty trading there, shall have full liberty to leave the country whensoever they please, without impediment or molestation being offered to them or their effects. And it is moreover agreed, that, if any subject of His Britannic Majesty, residing or trafficking in the dominions of the Emperor of Fez and Morocco, shall happen to die, the governor of the place, where it happens, shall be obliged to see all his goods and effects delivered into the hands of His Majesty's Consul, and, in default of such Consul, to some English merchant, who is to secure and keep them for the disposition of his heirs; but this is to be understood, in case the deceased shall not have left a partner, or friend, or, before his decease, shall not have recommended his said effects, and debts, to some other Christian merchant (of any nation whatsoever) in which case, the Governor shall not intermeddle further than to use his authority, to see that the will and testament of the deceased be carried into execution, as in recovery of his debts, &c. and further declares, that no subject of His Britannic Majesty shall be obliged to give satisfaction for any other debt, but what shall be contracted by himself, or shall appear by his accounts; and that the subjects of the Emperor of Fez and Morocco, as well Moors as Jews, residing in the Dominions of the King of Great Britain, shall enjoy the same privileges, that are granted to the English residing in Barbary; and that the domestic servants of the Consuls, and other subjects of His Britannic Majesty, of whatever nation they may be, either Moors or others, shall not pay the tax called the poll-tax, or any other tax.

8. It is agreed, that no Alcaide, Governor, Soldier, or Subject of the Emperor of Fez and Morocco, shall lay violent hands on the effects or merchandizes belonging to the subjects of His Britannic Majesty, within the jurisdiction of the Emperor of Fez and Morocco, without first treating, agreeing, and paying the value thereof, or according to an agreement made, and without having permission and authority from the Emperor for that purpose; neither shall the subjects of His Britannic Majesty be forced to buy goods contrary to their inclination: and it is moreover agreed, that no Commander, or Captain of an English ship, shall be obliged or constrained to negotiate, or receive on board merchandizes belonging to any person whatsoever, he or they declaring to the Consul residing there the reason for it, neither shall the said ship be detained, or embargoed, under any pretence; and that, if any of the Emperor's subjects shall freight an English ship to carry and convey any commodities from one place to others of the Emperor's Dominions, and it shall happen, either from bad weather, or any other accident whatever, to touch at any place or places, in the voyage, such ship, or ships, shall not be obliged to pay any thing for the shelter or assistance they may receive; nor shall a pilot or mariner be taken out of any English ship.

9. If there shall happen any quarrel or dispute, between any Englishman and any Mussulman, by which any of them may receive detriment, the same

shall be heard and determined by the Emperor alone; and if any Englishman, who shall be the aggressor, shall make his escape, in such case no other Englishman shall suffer on his account, or in his place: it is also agreed, that, if any law-suit, dispute, or difference, arises between the subjects of His Britannic Majesty, they shall be accommodated by the Consul of the nation: and if any quarrels shall happen among the Mussulmen in England, or in any of the English Dominions, by which one of them may receive detriment, the same shall be heard before a Christian and a Mussulman, and shall be decided according to the Laws of Great Britain.

10. It is agreed, that not only during the present peace and amity, but also in case of a rupture or war breaking out between their said Majesties, in any time hereafter, the Consul and other subjects of the King of Great Britain, who reside or traffic in the Dominions of the said Emperor of Fez and Morocco, shall be permitted to quit the country whenever they think proper, as well in peace as in war, in any vessels of whatever nation; and also, in case of a rupture, the space of six months shall be granted to them to remove; and all their debts shall be justly paid to them; and they shall take away their effects, families, children, though born in the country, and servants, without the least detention, impediment or embargo.

11. It is moreover agreed, that if any Englishman, in the Dominions of the Emperor, or any subjects of the Emperor, in the English Dominions, shall maliciously endeavour to break the peace, they, who are guilty of such crime, shall be punished by each Sovereign for that offence: but each Sovereign shall take cognizance of His own subjects.

12. It is also agreed, that if any subject of the Emperor of Fez and Morocco, desires to transport commodities from the Dominions of the King of Great Britain, he shall be permitted to do it, without paying greater duties, or impositions, than other nations pay, according to the custom of the country; and when the English convoy shall be ready, it shall be ordered, after its arrival at Gibraltar, to convoy the vessel, on which the said commodities are embarked, to the port His Imperial Majesty shall appoint.

13. It is also agreed, that no Spaniard, or native of any other country, whether Captains, mariners, fishermen, or other persons, under the English Government in the City of Gibraltar, (or in the Island of Minorca, when it shall again be in possession of the English) shall be seized, or molested, navigating under the English flag, with passports from the Governor or Commander in Chief of those places, and that they shall be considered and esteemed as English natural subjects.

14. It is also agreed, that all the subjects of the Emperor of Fez and Morocco, Moors, or Jews, shall be permitted to traffic, buy, or sell, in the City of Gibraltar, (or in the Island of Minorca, when it shall again be in possession of the English) for the space of thirty days only, and, at the end of that time, to take and carry away, without molestation, all their effects to any part of the Dominions of the Emperor of Fez and Morocco.

15. It is further concluded, that all the subjects of His Britannic Majesty, and likewise of Hanover, and of His other Dominions, who, being passengers on board any ship or vessel of any nation not in friendship with the Emperor of Fez and Morocco, shall be taken and made prisoners by any of his cruizers, shall be immediately set at liberty, and delivered to His Britannic Majesty's Consul residing at the place where they shall be taken to; and if there be no Consul residing in such place, to the principal merchant there, with directions to send them by the first and most convenient opportunity, to the fortress of Gibraltar, or to any other place; and in

case any of the Emperor's subjects being passengers on board any ship or vessel of any nation at war with His Britannic Majesty, shall be taken by His Britannic Majesty's ships, they shall in like manner be set at liberty; and all His Britannic Majesty's subjects, belonging to Hanover, or His other Dominions in Germany, shall enjoy the same privileges, and shall receive the same respect, and shall be considered by the Emperor of Fez and Morocco, and by his subjects, in the same manner as the English.

16. It is moreover agreed, that such of the English subjects of His Britannic Majesty, or others, who shall be ordered by the Governor of the City of Gibraltar, (or of the Island of Minorca, when it shall be again in the possession of the English,) shall be permitted, and shall have liberty to buy cattle, provisions, refreshments, and all necessaries they please, for the said places, in the public markets, or in any other manner, as shall be most convenient to them, in any port or place, in the Dominions of the Emperor of Fez and Morocco, and shall take them away, without hindrance or molestation, paying a stipulated duty for the said cattle, provisions, refreshments, &c.

17. It is moreover agreed, that such a number and quantity of passports shall be transmitted to the Emperor of Fez and Morocco, as shall be judged necessary for him, and which shall be indented in such manner as shall tally with those which the English merchants shall receive in England; and if a ship of war shall meet with any of the merchant ships belonging to the Emperor, such merchant ships shall be obliged to produce and shew their passports, which the English Consul has given them.

18. It is also agreed, that if any of the subjects of the Emperor of Fez and Morocco shall have been made slaves, and shall escape on board any English ship of war, or to Gibraltar, (or to Port-Mahon, when it shall be again in possession of the English,) or in any other part of the English Dominions, the same are to be protected, and sent, with all convenient speed, to their respective homes; and His Majesty of Fez and Morocco assures and promises, that the subjects of His Britannic Majesty who may escape from Ceuta, or any other garrison on the coast of Africa, being prisoners in such garrisons on the coast of Africa (not having taken arms against the Emperor) shall be free, and sent to Gibraltar.

19. It is moreover agreed, that no obligation, or contract, shall have force, or be valid, against any merchant whatsoever, subject of His Britannic Majesty, unless the said merchant shall have signed it with his hand, and in case that any one cannot write, it shall suffice that a person, to his satisfaction, has wrote such obligations or contracts, and signed them for him; the same privilege shall be granted to the subjects of the Emperor of Fez and Morocco, residing in the Dominions of His Britannic Majesty.

20. It is moreover agreed, that all ships and vessels belonging to His Britannic Majesty in Germany shall carry a Pass; that the form and head of the said Pass shall be sent to the Consul of His Britannic Majesty residing in Barbary, to be delivered to the Commanders or Captains of the ships, or cruizers of the Emperor of Fez and Morocco, to the end that the said Commanders or Captains may shew the due respect to this peace, without offending through ignorance; and all the Commanders or Captains of ships or vessels belonging to the subjects of His Britannic Majesty in Germany, who shall meet with any ship or vessel of the Emperor of Fez and Morocco, or of his subjects, if the Captain thereof shews a Pass, signed by the Governor of the City he belongs to, with a certificate from the English Consul, or in case of his death or absence, from the major part of the English merchants re-

siding there, he shall be permitted to pursue his voyage without impediment or injury.

21. It is also agreed, that the subjects of His Britannic Majesty shall not be obliged to present themselves before the Magistracy of the Country, to be judged, under any pretence; and their causes, suits, or differences, which may happen with the Moors, or any other subjects whatsoever, living in the Dominions of the Emperor of Fez and Morocco, shall be judged and determined only by the Governor of the City and English Consul.

22. It is also agreed, that in case any ship or ships of war, or others, at enmity with His Britannic Majesty, shall be in any port of the Emperor of Fez and Morocco, where at the same time there shall be ships belonging to the subjects of His Britannic Majesty, the said cruisers shall not be permitted to offer any violence to them, nor to sail under forty hours after the said ships shall be departed; and it is moreover agreed that the peace shall commence from the signing of this Treaty, after which, no subject of His Britannic Majesty shall be bought, sold, or made a slave of, in any part of the Dominions, or under the jurisdiction of the Emperor of Fez and Morocco; and this shall be ratified within six months, or sooner, if possible; and in case, in the mean time, any prize shall be made by either of the two parties with loss, reparation shall be made, according to the shares, and as the ship or effects shall have been sold; and the part, which shall remain entire, shall be immediately restored in its own species; the people shall be set at liberty.

23. It is agreed and concluded (in order that there be no excuse made, or ignorance pretended of this peace) that the twenty-five Articles following and before-mentioned, shall be declared and published to all the subjects of each Power, which declaration shall be signed by each party, and shall be observed by them to avoid disputes; and that they shall be translated immediately, by the Emperor's order, into the Arabic language; that copies shall be sent to all the Alcaldes and Officers of all the Ports and Dominions of His Imperial Majesty, to be read publicly by the Judge, and afterwards to remain deposited in the hands of the said Judge, or the Alcaldes of the Port, for occasions that may offer; and to prevent all other troubles, that every Captain of a ship of war, or cruiser, of the Emperor of Fez and Morocco, shall be provided with a copy of them, which copy shall be actually on board the said ship or cruiser, in order to make this peace the more inviolable; and that the ratification of the said Articles shall be in the Spanish language, which shall be received, and of equal force, as if it was in either language of the two nations.

24. And lastly, it is agreed and concluded, that when his Excellency Mark Milbanke, Esq., His Britannic Majesty's Ambassador, arrives at Court, or where he shall receive his audience, or during the time he stays in the Dominions of the Emperor, he shall never, in any manner, be asked, or interrogated, by the Emperor, His Servants, or any other person, either Christian, Moor, or Jew, relating to any prize or prizes, made by His Britannic Majesty's ships of war, or privateers, neither shall he meet with any insults or affronts, by applications on that or any other matter; it being clearly understood, that the 25,000 pesos duros, which are paid (exclusive of the 200,000 pesos duros for the redemption) are for the entire satisfaction of all difficulties, differences, pretensions, disputes of any sorts, depending between their Imperial and Britannic Majesties, their subjects or the inhabitants of their Dominions, and to cement a true and inviolable peace and friendship between the two nations. And it is further agreed, that the Consul or Consuls of His Britannic Majesty shall not pay any duties for their furniture, cloaths, or baggage, or any other necessaries,

which they shall, at times, have occasion to bring to the Emperor's Dominions, for the consumption of them, or their families in their houses.

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It is moreover agreed, that if any of the Governors of Gibraltar, or Minorca (when it shall be again in the possession of the English) shall desire flour or wheat for the troops of the said garrisons, that His Imperial Majesty permits them to buy the same in any places of His Imperial Majesty's Dominions, and to carry them away, paying a fixed duty; but it is understood, that the Emperor does not grant the said privilege to any merchant to carry away the said Articles to sell. And it is permitted that the ships of war may buy the said articles for their own use, in any Port of His Imperial Majesty's Dominions, without paying any duty or imposition. Given and signed in our Royal Court of Fez, the 28th of July 1760.

Additional Article.

Signed MARK MILBANKE.

ADDITIONAL ARTICLES OF FRIENDSHIP AND COMMERCE, made by the Emperor of Morocco with the King of Great Britain; concluded with Sir Roger Curtis, His Britannic Majesty's Ambassador to Morocco, 24th May 1783.

Additional Articles between Great Britain and Morocco. Signed at Sallee, 24th May 1783. (1)

In the Name of God, Amen. Nothing can be done but with the help of God. From the Slave of God, Mahomet Ben Abdallah. God is his Master.

These are the Articles of friendship and peace made and concluded between us and the Great King of the English, George the Third, through the hands of his Excellency Sir Roger Curtis, the Ambassador which he sent unto us.

1. There is peace and friendship between us, agreeable to former Treaties, nor has it been otherwise. The English merchants have free liberty to come to all our ports, there to trade, and to buy and to sell like other nations: and we also give leave to the merchants, our subjects, to repair to and trade at all English Ports.

2. All English subjects, who have debts or demands in our Dominions or Ports, have free liberty to come and recover the same, and to be paid even to the last blanquin. But if any have claims upon such as are bankrupt and unable to pay, their money is unavoidably lost; for we have heretofore often signified, to all the merchants who traded to our Ports, not to sell their goods but for ready money, or to persons of established credit; and these are still our orders. And we also give the same orders to our merchants who trade to foreign Ports, not to sell but for ready money, or with people of credit; and if they dealt with insufficient persons, they must lose their money.

3. We grant to the English the house at Tangier, where the English Vice-Consul used to live; but as to the house of Elihu the Jew, where Logie used to live, it is agreed with the said Elihu, that if he suffered any Christian, of of whatsoever nation, to live, in the said house, it shall be taken from him and forfeited to the public treasury of the Mussulmen; and all the furniture and other effects of Logie, which was in the said house, we have ordered to be restored again, without any thing being lost; and if any thing shall be missing, our servant Alcaide Mahomet Ben Abdelmaleek, the Governor of Tangier, is to pay for it.

(1) Renewed by Article 40. of the Treaty of 1791.

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4. We grant to the English our house at Tangier, where Benido used to live, and after him our servant Alcaide Abdelhazed Fenish. We give it to you.

5. We promise to build a house for the English Agent, at Marteen. The rooms on the ground-floor shall be for lodging the stores of our ships, and the upper part shall be for the habitation of whoever the English send.

6. The English shall load provisions and refreshments from all our Ports for one year, the said year to commence on the first day of the month Jumet, the 1st in the year, 1197 (1st April 1783) and to end on the last day of the month Rabere, the 2d 1198 (28th March 1784) during which year they are to pay no duty, no ounce, nor anchorage fee. And from the first of the month Jumet 1st 1198 (1st April 1784) the English shall have the use of all our Ports, Safie, Willideeah, New Teet, Tadallah, Dalbydah, Arabat (the beginning of goodness), Salee, Mamora, Tangier, Larache, and Tetuon, to load the aforesaid provisions and refreshments : to pay the following duties :

For every Ox	4 Cobbs,
For a Sheep	7 Ounces,
For a dozen Fowls	6 Ounces,

and all other articles to pay the same duty as formerly: except at the Port of Magodor, where the English are to pay the same duties, for provisions or refreshments, as the merchants of other Christian nations. And we grant the English leave to take on board Mules from all our Ports, paying ten cobbs duty for every mule; and they are allowed three hundred weight of barley for each mule.

7. The master of every vessel, which comes from Gibraltar to load provisions or refreshments, is to bring a clearance, in which is to be inserted, upon the oath of the Master, the size of the vessel.

A vessel of 200 quintals, or 10 tons burthen, is to pay for anchorage fee	3 Cobbs,
From 200 quintals to 400, or 20 tons	5 do.
From 400 do. to 600, or 30 tons	8 do.
From 600 do. to 800, or 40 tons	10 do.

But if any vessels carry any manner of merchandize besides provisions and refreshments, they shall pay the same anchorage duties as the merchant vessels of all other nations which come to our Ports.

8. We have given orders to our servants, at all our Ports, that they do observe and obey all the Articles which we have now granted, neither more nor less. These are our orders. The 23d of the month Jumet, the 2d in the year of God 1197 (24th May 1783).

Signed ROGER CURTIS, (L.S.)

Praised be God alone.

Treaty between
Great Britain
and Morocco.
Signed at Salé,
8th of April
1791.

This is a copy of the writing of the Treaties of Peace between the Lord of the Faithful, who is crowned Defender of the Law, by the Grace of God of the Universal World, that his prosperity may never be at an end.

Mahomed el Mehidi el Yazid, whom God has crowned at the head of his troops, that his fame may be continued to be named in his Dominions; and George the Third, King of England; in Forty-three Articles.

1. For the freedom, security, and perfect ease of the subjects of both parties,

It is agreed, that the English shall have liberty to establish a Consul (or as many Consuls as they please) in the Dominions of the Emperor of Mo-

rocco, who shall have the liberty of the Country, and reside in any Port or place he chooses, whether maritime or not, as he may find most conducive to the service of the King his master, and advantageous to the trade of His subjects.

2. The English Consul residing in the Emperor's Dominions shall be treated at all times with the respect and civility due to his character.—His person and house shall be inviolable, and if any person injures or insults him by word or deed, he shall be severely punished. He shall have liberty to choose his own interpreters and servants, either Musselmen or others, who are not to pay the poll-tax, or any tax or contribution whatsoever; he shall be allowed a place to pray in; he shall have liberty at all times of hoisting His Majesty's flag on the top of his house either in town or country, and in his boat when he passes on the water; he shall not pay duty for furniture, clothes, baggage, or any other necessities which he imports in the Emperor's Dominions, for the use of himself or his family; and if the nature of the service, or any other motive, require his absence from Barbary, neither himself, his servants, baggage, or effects, shall be stopped or detained upon any pretence whatsoever; but shall have free leave to go, and to return as often as he may think it necessary; and all honors or privileges that are now or may hereafter be granted to the Consul or Deputy of any other Power shall likewise be granted to the English Consul and his Deputy.

3. English subjects are permitted to come with their ships, merchandize, or goods, to all parts of the Emperor's Dominions; to enter into the same, to remain and reside there without any limitation of time; also to hire or build houses or stores; and the English subjects visiting or residing in the Dominions of the Emperor, and the subjects of the Emperor visiting or residing in any part of the English Dominions, shall not do to each other any harm, offence, or injury, either by word or deed, but shall treat each other with all possible respect and friendship.

4. English subjects, or any under English protection, residing in, or trading to, any part of the Dominions of the Emperor, shall be in perfect security as to their persons, property, and effects; they shall enjoy the entire freedom and exercise of their religion without the least reproach or affront, and shall have a convenient place for their burying ground, against which, or the bodies buried in the country, no violence or indecency shall be committed; they shall have the liberty of the town and country; may choose their own interpreters, brokers, couriers, and servants, be they Musselmen or not, whom they may dispatch at their pleasure, with liberty to go from place to place either by sea or land; and whenever they think proper they may go or send on board any ship whatever either in the port or road, and neither they nor their domestics of any religion shall pay the poll-tax or any other tax.

5. No English subject, or person under English protection, shall be forced to sell or buy any thing contrary to their inclination, nor shall the Moors take any effects from them but by their own consent, according to an agreement made; and the like conduct shall be observed by the English towards such Moors as may be in the English Dominions.

6. No English subject, or person under English protection, shall be bound to pay the debts of any other English subject, or of any other person whatsoever, unless he become surety for the same by a public act under his own hand.

7. Such causes or differences as may arise in Barbary between the subjects of His Imperial Majesty and English subjects, shall not be decided by the Cadi or Judges of the place, but are to be determined by the Governor of the City, and the English Consul or his Deputy ; nor shall an English subject, or one under English protection, be obliged on any pretence to present himself before the ordinary magistracy of the country ; and all such Causes as may arise between English subjects or those under English protection shall be determined by the English Consul or his Deputy alone.

8. If there happen any quarrel between any English subject, or person under English protection, and Musselmen, by which either of them may receive detriment, the Cause shall be heard and determined by the Emperor alone, and if the English subject, or person under English protection, be the aggressor, he shall be punished with no greater severity than a Moor guilty of the like offence ought to be ; and if he escape, no other English subject, or person under English protection, shall suffer on his account, or in his place ; and if it appear that the crime was committed by accident, or in his own defence, he shall be treated agreeable to the customs observed towards Musselmen in like cases.

And if any quarrel shall happen between Englishmen and Musselmen in any part of the Dominions of the King of England, by which one of them may receive detriment, the same shall be heard before an equal number of Musselmen and Christians, and determined agreeably to the laws of England.

9. All subjects of the Emperor who shall have been made slaves, and shall escape to any English ship of war, or to any part of the English Dominions, shall be protected and sent with all convenient speed to their homes ; and in like manner all English subjects, who may escape from any garrison on the coast of Africa, or from any place without the English Dominions, where they were prisoners or slaves, to any part of the Emperor's Dominions, shall immediately be free, and be delivered up to the Consul or his deputy, or be sent to Gibraltar.

10. No English subject, or person under English protection, shall be permitted to turn Musselman, being induced thereto by surprize, unless he voluntarily appear before the Governor with the British Consul or his Deputy three times, in three days, and each day declare his resolution to turn Mahometan.

11. Any English subject, or person under English protection, turning Moor, and having in his possession goods or estate the property of other English subjects, or books or papers relating to the property of other English subjects ; all such books, papers, goods, or estate, shall positively be delivered to the British Consul or his deputy, that they may be conveyed to their true owners.

12. All English subjects of every denomination, that may be in the Emperor of Morocco's Dominions, shall always, and at all times, both of peace and war, have full and absolute liberty to depart and go to their own or any other country, upon any ship or vessel of what nation soever they shall think fit ; they shall be permitted to sell or alienate their moveable or immoveable estates, and to carry away the price thereof, with their effects, goods, families, or servants, whether born in the country or not, without any interruption or hindrance, and the same privilege shall be allowed to all the subjects of the Emperor, who may be in the English Dominions.

13. If any English subject, or person under English protection, dies in any part of the Emperor's Dominions, his goods and monies shall not be

seized by the Governor, Judges, or other Officers, who shall likewise make no enquiry after the same; but the said goods and monies shall be received by such person or persons whom the deceased, by will, shall have made his heirs, in case they be present; but if the heirs be not there, then the executors constituted by the deceased, or in their absence the Consul or his Deputy, shall, after having made an inventory of all the property left, take them into custody for the benefit of the lawful heirs.—And in case any English subjects die, not having made any will, the English Consul or his Deputy shall, after having made an inventory, possess himself of his goods and monies, for the use of the kindred and heirs of the deceased: and the Governor, or any other Officer in power, in the place where such person shall die, shall order all debts due to the deceased to be paid to the Consul or his Deputy for the above uses.

14. It is agreed and understood that all the German subjects of the King of England, or inhabitants of his German Dominions, and all the inhabitants of Gibraltar, are and shall be considered as English subjects, and entitled to the privileges of English subjects to all intents and purposes, as if they were born in the City of London; and if any place or dominion shall hereafter become subject to the King of England, either by cession or conquest, the inhabitants thereof shall be considered as English subjects, and be as fully entitled to all the privileges of English subjects, as if such place or dominion was now especially named in this Treaty.

15. The subjects of the King of England, and those under His said Majesty's protection, over and above the stipulations contained in this Treaty, shall enjoy all the privileges and advantages which now are, or which hereafter may be, granted to any of the subjects of the most favoured nation.

16. There shall be reciprocal and perfect freedom of navigation between the subjects and vessels of the King of England and of the Emperor of Morocco; and if any ship of war or privateer, belonging to the King of England or His subjects, shall meet with any ship or vessel belonging to the Emperor or his subjects, if the Commander of any such ship or vessel shall produce a Pass signed by the Moorish Governor, and a certificate from the English Consul or his Deputy, declaring such vessel to be the property of the Emperor or his subjects, or if they have no such Pass or certificate, yet if the Commander and major part of the ship's company be subjects of the Emperor, the said Moorish ship or vessel shall pass freely.

17. The ships of war or cruizers belonging to the Emperor of Morocco, or to his subjects, meeting with any ship or vessel belonging to the King of England or His subjects, not being in any of the seas appertaining to any of His Majesty's Dominions, may send a single boat on board with two sitters, which two and no more may enter the ship; and on shewing them a Passport signed in the usual manner, the said boat shall depart immediately, leaving the ship to pursue her voyage, although she should be coming from or bound to a port in the Dominions of a Prince or State actually at war with the Emperor; nor shall any pilot, mariner, passenger, or person whatever, either for examination or on any other pretence, or any stores or effects of any kind, either as a free gift or otherwise, be taken out of or from any vessel belonging to the King of England or to His subjects. And all prizes, taken by the King of England's ships, or subjects, and all vessels detained in any of the distant English Governments, shall not be molested in case of not having a Mediterranean Pass on board; but a certificate under the hand of the Commanding Officer that shall so take prizes, and a certificate under the hands and seal of the Governor or Chief of such distant

Government where the ship sailed from, shall be a sufficient Pass to either of them.

18. It is agreed that the ships or vessels of the Emperor, or those belonging to his subjects, are not to cruize so near any of the ports belonging to the King of England's Dominions, as to disturb or molest the trade thereof in any manner whatsoever.

19. Any subjects of the Emperor of Morocco, being passengers on board any vessels belonging to a nation at war with England, and if such vessel be taken by the English ships, the Moorish subjects on board shall all be set at liberty, and their property restored to them; and all English subjects, being passengers on board any ship or vessel of any nation not in peace with the Emperor, if such vessel be taken by the Emperor's cruizers, the English subjects shall be immediately set at liberty, and all their property restored to them.

20. Any ship or vessel belonging to the King of England or His subjects, having passengers, goods, or merchandize, although the property of a people actually at war with the Emperor, shall pass free and unmolested, and the like freedom is granted to all vessels belonging to the Emperor or His subjects.

21. If any ship belonging to the King of England or His subjects shall come to any port within the Emperor's Dominions with a prize or prize goods, they shall be at liberty to sell them, without hindrance or molestation, or depart therewith, as they please.

22. If any ship or vessel of either of the Parties shall have an engagement with a vessel of any other Power, within gun-shot of the coast of the other, the vessel so engaged shall be protected or defended as far as possible.

23. All ships or vessels of any Nation whatsoever, which shall be under the guns of the ships of war of either party, shall, for the time, be considered as immediately under the protection of the Crown to which such ships of war belong, nor shall it be lawful on any account to molest vessels so protected.

24. It shall not be lawful for any cruizers, not being subject to the Emperor or the King of England, who have commissions from any Prince or State, in enmity with either the Emperor or the King of England, to refit their ships in the ports of one or the other Nation, nor to sell what prizes they have taken, or in any other manner whatever to exchange either ships' merchandize, or any other ladings; neither shall they be allowed to purchase stores, or even provisions, except such as shall be necessary for their going to the next port of the country to which they belong.

25. If any ship or vessel belonging to any Power whatsoever, at war with the King of England, shall be in any bay, port, or road of the Emperor's Dominions, where at the same time there shall be vessels belonging to the King of England, or His subjects, the said vessels of the enemy shall not be permitted to offer any violence to them, nor to sail under twenty-four hours after the said vessels shall be departed; and in like manner shall all vessels of the Emperor or his subjects be protected in the ports of the King of England.

26. If any squadron, or single ship of war, or merchant vessel, belonging to the King of England or His subjects, being in the ports or on the coast of His Imperial Majesty's Dominions, shall want provisions or refreshments, they may buy them in the quantity or quality they may have occasion for.

at the current market price, free of duties, or of any other gratuity, and the like privilege shall be granted to the Moorish vessels in any port of the King of England's Dominions.

27. As the English ships of war do frequently assemble in the Bay of Gibraltar, or cruize in the neighbouring seas, if at any time they should be in want of provisions and refreshments, and should send from thence to purchase supplies in any part of the Emperor's Dominions, they shall be permitted by their agents, properly authorized, to buy cattle, alive or dead, and all other kinds of refreshments and provisions, at the prices they are sold for in the market, and shall be suffered to carry them off without paying duty, in the same manner as if such English ships of war were themselves in the port.

28. All packets bearing the King of England's Commission, or Commission from the Royal post-office, shall be treated with the same respect and enjoy the same privileges as His Majesty's ships of war.

29. No native of any country whatsoever, whether Captain, mariner, fisherman, or other person, under the English Government, in the City of Gibraltar, or any other place that may hereafter belong to the King of England, shall be seized or molested, navigating or fishing under the English flag, with passports attested by the Governor or Commander in Chief of those places, but they shall be considered and esteemed as English natural-born subjects.

30. The ships of the subjects and inhabitants of both their Majesties coming to any of the sea-coasts within the Dominions of either, but not willing to enter into port, or being entered, not being willing to shew, or to sell, the cargoes of the ships, shall not be obliged to give an account of their loading, nor shall they be searched, examined, or delayed on any pretence whatsoever.

31. If any English ship or vessel shall come into any port of the Emperor's Dominions, having a cargo on board, a part only of which is destined for such place, no duty shall be demanded or paid but for such articles as are there landed, and the vessel or crew shall, without the least molestation, be permitted to depart freely with the remainder of her cargo.

32. No Commander of an English ship or vessel shall be obliged to receive on board passengers or merchandize, neither for public nor private service, belonging to any person whatsoever, against his consent, nor to make a voyage to any place he shall not have a mind to go to, neither shall his vessel be searched, detained, or embargoed on any pretence.

33. If any of the Emperor's subjects shall hire any English vessels, to convey any goods or passengers from one part of the Emperor's Dominions to another, and shall happen, by violence of weather or other occasion, to touch at any place on the voyage, such ships shall not be obliged to pay anchorage, port charges, or any thing for the shelter they may receive.

34. Any ship or vessel belonging to any part of the English Dominions that may meet with an accident at sea, and shall put in in any port of the Emperor's Dominions to repair, shall be received and treated with all manner of humanity and civility; have all the protection and assistance of friends; shall be at liberty to land and re-load her cargo, without paying any duty whatever; shall be allowed to buy provisions and other necessaries, for the support of their persons and future subsistence to their destined port, or for repairing their ships; and they shall in no manner be retarded or hindered from proceeding on their voyage.

35. If any ship or vessel belonging to the King of England or His subjects be forced on shore or wrecked on any part of the Emperor's Dominions, they shall have all the protection and assistance of friends; every part of the ship-tackle, furniture, goods or merchandize, saved either by themselves or others, or driven on shore, shall neither be hidden, nor detained from them, nor hurt, under any pretext whatsoever, but shall be restored to the proprietors, or to the Consul or his deputy, for their use; all the people shall be at liberty, and without the least detention, permitted to embark whensoever they please for any part of the world; and in like manner, shall the vessels and subjects of the Emperor be treated, if wrecked on the coast of the English Dominions: and if any English vessel be wrecked at *Oled Nun*, or on the coast to the southward among the Arabs, the Emperor will use his utmost power and influence to have the men restored, that they may return immediately to their own country, and the Consul or his Deputy is permitted, at the same time, to use his best endeavours to procure the men, in which humane duty he shall be cordially assisted by the Emperor's subjects.

36. There shall be an entire freedom of commerce, throughout all the Dominions of both parties, where commerce is at this time permitted, or shall be permitted hereafter to the subjects of any other nation; and that the trade of the subjects of both parties may be established on just foundations, and all difficulties in future removed, a permanent tariff for regulating the duties of import and export shall be established, which tariff is to be considered as forming a part of this Treaty, the same as if it was here inserted word for word.

37. The subjects of the King of England, or those under His said Majesty's protection, who shall repair to the Dominions of the Emperor for cattle or provisions of any kind, shall be allowed to purchase and embark the same, paying the duties according to the established tariff; and should the arrival of several foreign vessels, at the same time, cause the demand for cattle and provisions to exceed the quantity offered for sale, the English subjects shall at all times be furnished with an equal proportion at the usual market prices, nor shall the subjects of any one nation be allowed to engross the whole; and as a proof of the Emperor's friendship for the King of England, it is agreed that if, at any time hereafter, His said Majesty's garrison of Gibraltar shall be in any want of provisions, and there be no scarcity in Barbary, the Emperor will permit the English to buy flour or wheat, and to export the same at a reasonable duty, solely for the use of the troops, &c. of the said garrison.

38. In case any subject of the King of England, or person under His said Majesty's protection, shall import into any part of the Emperor's Dominions any warlike stores, or any kind of materials for building, rigging, or repairing of ships, they shall not pay for the same any custom or duty whatsoever.

39. All goods and merchandize or effects, that shall be imported into any port of the Emperor's Dominions, by English subjects, or those under English protection, and which have once paid the regular duty, may be exported or transmitted to any other part of the Emperor's Dominions, without paying any further duty: and all merchandize smuggled in without paying duties shall be confiscated; but no other punishment shall be inflicted on the subjects of either Dominion.

40. All the Treaties made with Muley Ishmael, Muley Abdellah Ben Ishmael, and Sidi Mahomet Ben Abdellah, shall continue in force and be faithfully observed, except the Articles that shall be found contrary to what is this day concluded and signed.

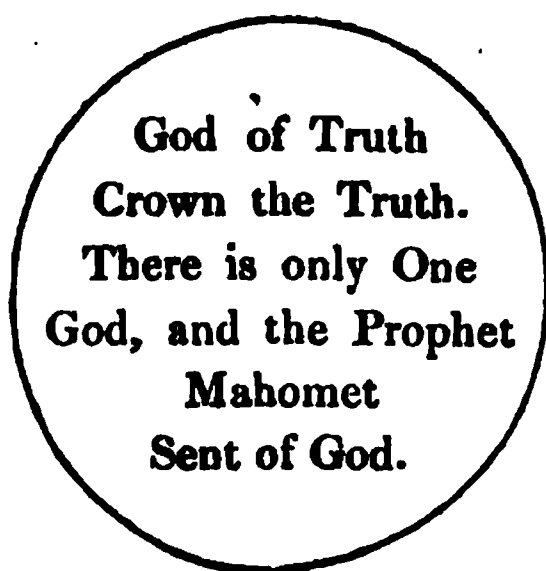
41. That whensoever it shall happen hereafter, through inadvertency or otherwise, that any thing is done by the ships or subjects of either side, contrary to any of these Articles, the friendship and good intelligence shall not immediately thereupon be broke off; but this Treaty shall subsist in all its force, until satisfaction, after having been regularly demanded, shall be refused; and the subjects of either Party who shall maliciously break this Treaty, or any of the Articles thereof, shall be severely punished by their respective Sovereigns, each Sovereign to take cognizance of the conduct of His own subjects.

42. If ever the good understanding and friendship now subsisting between the two Courts should be broken, and war ensue, which God forbid, all English subjects and those under English protection, of every rank and denomination, being within the Dominions of the Emperor, shall be permitted to retire with all their property, families and servants, whether born in the country or not, to any part of the world that they please, and by the vessels of any nation whatsoever; and to all such as desire it, six months shall be given, during which time they shall be in perfect freedom and safety, and sell and dispose of their goods and effects; nor shall their persons or property be molested or disturbed in any manner, either on account of the war or other pretence; but on the contrary they shall enjoy good and speedy justice, to the end that they may dispose of or remove their property and recover their debts; for which purpose the Powers of the Government shall at all times assist them, and so shall it be to the Moors in England.

43. That there may be no ignorance pretended of this Peace, this Treaty shall be declared and published to all the subjects of each Power, and copies be sent to all the Alcaydes and Customers of all the ports of the Emperor's Dominions, and the Captains of all his cruizers.

Praised be God alone.

SEAL.



The writing of the slave of God, Mohamed el Yazid el Mehedi, whom God preserve.—Amen.

The forty-three Articles, or Treaties, that are written on these three sheets. on the right side, are confirmed between me and the Powerful Englishman King George the Third, by means of His Ambassador, James Mario Maſra. I consent to all of them, and make my peace on them, except one article, which is No. 7, which says that the Cadi, or Moorish Judge shall not be present at the trial of causes between English merchants and Moors; to this I cannot consent, for it cannot be dispensed with that the Judge shall not be present, because he is the principal, and to be depended upon; and with the consent of the above-mentioned Ambassador the

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Morocco.**

Treaty remains concluded for all English ships, that will enter and sail from my ports.

4th Sheban, 1205.

Concluded on, and ratified by the Emperor of Morocco, in the City of Salé, the 8th of April 1791.

Signed JAMES M. MATRA.

TRIPOLI. (1)

**Vol. I. Ch. II.
TRIPOLI.**

**Treaty between
Great Britain
and Tripoli,
Signed at Tripoli,
16th October
1662. (1)**

ARTICLES OF PEACE between His Sacred Majesty Charles II. King of Great Britain, France and Ireland, &c. and the Most Excellent Osman Bassa, and the People of the Noble City and Kingdom of Tripoli ; concluded by Sir John Lawson, Kt.

1. That from this day and for ever forward, there be a good and firm Peace between His Sacred Majesty, the King of Great Britain, &c. and the Bassa and the People of the City and Kingdom of Tripoli, and the Dominions thereunto belonging. And the ships, subjects, and People on either Party shall not do nor offer any offence or injury to each other, but treat one another with all possible respect and friendship : and any ships belonging to the King of Great Britain, &c. or any of His subjects, may freely come to the Port of Tripoli and buy and sell as in former times, and also unto any other Port that belongs to the Government of Tripoli, paying the custom as in former times : and no man within the jurisdiction of Tripoli shall give the subjects of His said Majesty a bad word, or a bad deed, or a bad action : and presently after the signing and sealing of these Articles, all injuries and damages sustained on either part shall be quite taken away and forgotten, and this Peace shall be in full force and virtue.

2. That all ships, as well those belonging to His Sacred Majesty the King of Great Britain, &c. and any of His Majesty's Subjects, as those belonging to Tripoli, shall freely pass the Seas, and traffic without any search, hindrance or molestation whatsoever. And for the better practising of this second Article, according to the true intent and meaning thereof, it is agreed, that the Tripoli ships of war meeting any merchant ships belonging to the subjects of the King of Great Britain, &c. not being in any of the Seas appertaining to His Majesty's Dominions, have liberty to send one single boat, with but two sitters more than the common crew of rowers, and no more to enter on board the said merchant ship but the two sitters, without the express leave of the Commander of the merchant ship ; that upon producing unto them a Pass, under the hand and Seal of the Lord High Admiral of England, the said boat do presently depart and the merchant ship to proceed on his voyage. And although the Commander of the merchant ship produce no Pass from the Lord High Admiral of England, yet, if the major part of the ship's company be subjects to the King of Great Britain, &c. the said boat shall presently depart, and the merchant ship proceed freely ; and though there be strangers on board, they shall be free, and their goods. And any ships of war of His Majesty the King of Great Britain, &c. meeting with any ships of Tripoli, if the commander shall produce a Pass firmed by the Chief Gover-

(1) As to Treaties between Great Britain and Tripoli in particular, and the decisions upon them, see ante vol. 1.

(2) Renewed by Article 25. of the Treaty of 1716.

~~men of~~ Tripoli, and the major part of the ship's company be Turks, Moors, or Slaves, then the Tripoli ship to proceed freely.

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3. That any ship belonging to the Subjects of His Majesty the King of Great Britain, &c. coming into Tripoli, or any of the ports in its Territories, shall, for such goods as they sell, pay the ~~dues according to custom~~; and the goods they sell not, they shall freely carry on board, and carry away the same where they please, without paying any duties for the same.

4. That if any ship of Algier, Tunis, or Sally, or any other, do bring any ships, men, or goods belonging to any of the Subjects of His Majesty the King of Great Britain, &c. into Tripoli, or any of the ports thereto belonging, the Governors there shall not permit them to be sold within the said territories; and for the time to come, that no subject of His said Majesty be bought or sold, or made slave of, in Tripoli or its territories.

5. That any merchant of the Subjects of the King of Great Britain, &c. dying in Tripoli or its Territories, his goods or monies shall not be seized by the Bassa, Aga, or any other Minister, but remain with the English Consul.

6. That the Subjects of the King of Great Britain, &c. that do at present, or shall at any time hereafter, inhabit in the City and Kingdom of Tripoli, shall have free liberty, when they please, to transport themselves, with their families and children, although born in the country.

7. That the Consul, or any other subject of the King of Great Britain, &c. in matter of difference, shall not be liable to any other judgment but that of the Dey.

8. That the subjects of His said Majesty, in difference among themselves, shall be subject to no determination but that of the Consul.

9. That the Consul, or any other of the subjects of His said Majesty, be not liable to pay the debts of any subject of His said Majesty, unless obliged under his hand for the same.

10. That in case any of His said Majesty's subjects shall happen to strike a Turk or a Moor, if he be taken, let him be punished: but if he escape, nothing shall be said to the English Consul, or any other of His said Majesty's subjects upon that account.

11. That in case any slave in the Kingdom of Tripoli, of any nation whatsoever, shall make his escape, and get on board any ship belonging to His said Majesty, the Consul shall not be liable to pay his ransom, unless timely notice hath been given him to give order that no such be entertained; and then if it appear that any slave hath so gotten away, the said Consul is to pay the patron the price for which he was sold in the market; and if no price be cut, then to pay three hundred dollars, and no more.

12. That no merchant, nor other subject of His said Majesty, being a passenger in or unto any port, shall be molested or meddled with.

13. That the English Consul, that lives in Tripoli, be allowed a place to pray in, and no man to do him, or any of His said Majesty's subjects, any wrong or injury, in word or deed whatsoever.

14. That if any ship of war of His said Majesty shall come into Tripoli, or other the ports of that Government, with any prize, they may sell and dispose of it at their pleasure, without being molested by any; and that they be not obliged to pay customs in any sort: and if the said ships of war shall want provisions, victuals, or any other thing, they may freely buy it at the rate in the market.

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15. That no shipwreck belonging to His said Majesty, or any of His subjects, on the coast belonging to Tripoli, shall become prize; and that neither the goods be forfeited nor the men made slaves, but the people of Tripoli shall do their best endeavours to save them and their goods.

That if any grievances happen on either side, it shall not be lawful to break the peace until satisfaction be denied.

That in all other particulars, not mentioned in these Articles, the regulations shall be according to the general Capitulations with the Grand Signior.

Signed and sealed in the presence of the great God.

Tripoli, 18th October, 1662.

Signed JOHN LAWSON.

Treaty between
Great Britain
and Tripoli.
Signed at Tri-
poli, 5th March
1675-6. (1)

ARTICLES OF PEACE AND COMMERCE between the Most Serene and Mighty Prince, Charles the Second, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lords, Halil Bashaw, Ibraim Dey, Aga, Divan, and Governors of the City and Kingdom of Tripoli; concluded by Sir John Narbrough, Knight, Admiral of His Majesty's fleet in the Mediterranean Seas.

1. In the first place, it is agreed and concluded, that, from this day and for ever forward, there be a true, firm, and inviolable Peace between the Most Serene King of Great Britain, France, and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lords the Bashaw, Dey, Aga, Divan, and Governors of the City and Kingdom of Tripoli, in Barbary, and between all the Dominions and subjects of either side, and that the ships or other vessels, and the subjects and people of both sides shall not henceforth do to each other any harm, offence, or injury, either in word or deed, but shall treat one another with all possible respect and friendship.

2. That any of the ships or other vessels belonging to the said King of Great Britain, or to any of His Majesty's subjects, may safely come to the Port of Tripoli, or to any other port or place of that Kingdom, or Dominions thereunto belonging, freely to buy and sell without the least disturbance, paying the usual customs, as in former times hath been paid, for such goods as they sell; and for the goods they sell not, they shall have free liberty to carry on board their own ships, without paying any duties for the same, and when they please they shall freely depart from thence without any stop, hindrance, or molestation whatsoever.

3. That all ships and other vessels, as well those belonging to the said King of Great Britain, or to any of His Majesty's subjects; as also those belonging to the Kingdom or People of Tripoli, shall freely pass the seas, and traffic where they please, without any search, hindrance, or molestation from each other; and that all persons or passengers of what country soever, and all monies, goods, merchandizes, and moveables, to whatsoever people or nation belonging, being on board of any the said ships or vessels, shall be wholly free, and shall not be stopped, taken, or plundered, nor receive any harm or damage whatsoever from either party.

4. That the Tripoli ships of war, or other vessels thereunto belonging, meeting with any merchants' ships or other vessels of the King of Great Britain's subjects, not being in any of the seas appertaining to His Majesty's Dominions, may send on board one single boat with but two sitters, besides the ordinary crew of rowers, and no more but the two sitters to enter any of the said merchants' ships, or any other vessels, without the express leave from the Commander of every such ship or vessel; and then upon producing unto them a Pass under the hand and seal of the Lord High Admiral of England,

The said boat shall presently depart, and the merchants' ship or ships, vessel or vessels, shall proceed freely on her or their voyage. And although the Commander or Commanders of the said merchants' ship or ships, vessel or vessels, produce no Pass from the Lord High Admiral of England, yet if the major part of the said ships' or vessels' company be subjects to the said King of Great Britain, the said boat shall presently depart, and the merchants' ship or ships, vessel or vessels, shall proceed freely on her or their voyage; and if any of the said ships of war or other vessels of His said Majesty, meeting with any ship or ships, vessel or vessels, belonging to Tripoli, if the Commander or Commanders of any such ship or ships, vessel or vessels, shall produce a Pass firmed by the chief Governors of Tripoli, and a certificate from the English Consul living there, or if they have no such Pass or certificate, yet if the major part of their ship's company or companies be Turks, Moors, or Slaves, belonging to Tripoli, then the said Tripoli ship or ships, vessel or vessels, shall proceed freely.

5. That no commander or other person of any ship or vessel of Tripoli shall take out of any ship or vessel of His said Majesty's subjects, any person or persons whatsoever, to carry them any where to be examined, or upon any other pretence, nor shall use any violence or torture unto any person of what nation or quality soever, being on board any ship or vessel of His Majesty's subjects, upon any pretence whatsoever.

6. That no shipwreck belonging to the King of Great Britain, or to any of His Majesty's subjects, upon any part of the coast belonging to Tripoli, shall be made or become prize; and that neither the goods thereof shall be seized, nor the men made slaves, but that all the subjects of Tripoli shall do their best endeavours to save the said men and their goods.

7. That no ship or any other vessel of Tripoli shall have permission to be delivered up, or to go to any other place in enmity with the said King of Great Britain, to be made use of as corsairs or sea-rovers against His said Majesty's subjects.

8. That none of the ships or other smaller vessels of Tripoli shall remain cruizing near His Majesty's city and garrison of Tangier, or in sight of it, nor other way disturb the peace and commerce of that place.

9. That if any ship or vessel of Tunis, Algier, Tetuan, or Sally, or any other place, being in war with the said King of Great Britain, bring any ships, vessels, men or goods, belonging to any of His said Majesty's subjects, to Tripoli, or to any port or place in that Kingdom, the Governors there shall not permit them to be sold within the territories of Tripoli.

10. That if any of the ships of war of the said King of Great Britain do come to Tripoli, or to any other port or place of that Kingdom, with any prize, they may freely sell it, or otherwise dispose of it at their own pleasure, without being molested by any; and that His Majesty's said ships of war shall not be obliged to pay customs in any sort; and that if they shall want provisions, victuals, or any other things, they may freely buy them at the rates in the market.

11. That when any of His Majesty's ships of war shall appear before Tripoli, upon notice thereof given to the English Consul, or by the Commander of the said ships, to the chief Governors of Tripoli, public proclamation shall be immediately made to secure the Christian captives; and if after that any Christians whatsoever make their escape on board any of the said ships of war, they shall not be required back again, nor shall the said Consul or Commander, or any other His said Majesty's subjects, be obliged to pay any thing for the said Christians.

12. That if any subjects of the said King of Great Britain happen to die in Tripoli, or its territories, his goods or monies shall not be seized by the Governors or any Minister of Tripoli, but shall all remain with the English Consul.

13. That neither the English Consul, nor any other subject of the said King of Great Britain, shall be bound to pay the debts of any other of His Majesty's subjects, except that they become surety for the same by a public act.

14. That the subjects of His said Majesty in Tripoli or its territories, in matter of controversy, shall be liable to no other jurisdiction but that of the Dey or Divan, except they happen to be at difference between themselves; in which case they shall be liable to no other determination but that of the Consul only.

15. That in case any subject of His Majesty, being in any part of the Kingdom of Tripoli, happen to strike, wound, or kill a Turk or a Moor, if he be taken, he is to be punished in the same manner, and with no greater severity than a Turk ought to be, being guilty of the same offence; but if he escape, neither the said English Consul, nor any other of His said Majesty's subjects, shall be in any sort questioned or troubled therefore.

16. That the English Consul now, or at any time hereafter, living in Tripoli, shall be there at all times with entire freedom and safety of his person and estate, and shall be permitted to choose his own druggerman and broker, and freely to go on board any ship in the road, as often, and when he pleases, and to have the liberty of the country; and that he shall be allowed a place to pray in, and that no man shall do him any injury in word or deed.

17. That not only during the continuance of this peace and friendship, but likewise if any breach or war happen to be hereafter between the said King of Great Britain and the City and Kingdom of Tripoli, the said Consul, and all other His said Majesty's subjects inhabiting in the City and Kingdom of Tripoli, shall always, and at all times, both of peace and war, have full and absolute liberty to depart, and go to their own or any other country, upon any ship or vessel of what nation soever they shall think fit, and to carry with them all their estates, goods, families, and servants, although born in the country, without any interruption or hindrance.

18. That no subject of His said Majesty, being a passenger from or to any Port, shall be any way molested or meddled with, although he be on board any ship or vessel in enmity with Tripoli.

19. That whereas a war hath lately happened between the Most Serene King of Great Britain, &c. and the Most Illustrious Lords, Halil Bashaw, Ibraim Dey, Aga, Divan, and Governors of the noble City and Kingdom of Tripoli, in Barbary, by reason of the injuries done unto the King of Great Britain and His subjects, by the Government and people of Tripoli, contrary to the Articles of Peace: We Halil Bashaw, Ibraim Dey, Aga, Divan, and Governors of the noble City and Kingdom of Tripoli, in Barbary, do acknowledge the injuries done, and that the breach of the peace between His Most Excellent Majesty the King of Great Britain and us of Tripoli, was committed by our subjects, for which some are banished, and some fled from our justice; and for further satisfaction to His most Excellent Majesty for the breach of Articles (we are sorry for the same) and do by these engage to set at liberty and deliver unto the Right Honourable Sir John Narbrough,

Knight, Admiral of His Majesty's fleet in the Mediterranean Seas, all English Captives residing in the City and Kingdom of Tripoli, and Dominions thereunto belonging, without paying any ransom for them; and likewise by setting at liberty, and delivering unto the said Sir John Narbrough, Knight, all other persons taken under English colours, without paying any ransom for them, and by paying 80,000 dollars in monies, goods, and slaves to the aforesaid Sir John Narbrough, Knight. And, moreover, we do engage ourselves and successors, that if any injury for the future be done contrary to these Articles, by the Government and people of Tripoli, to the King of Great Britain and His subjects, if upon demand of satisfaction from the Government and people of Tripoli, we or they refuse or deny to give satisfaction therefore, so that a war be occasioned thereby between the King of Great Britain and the Government and people of Tripoli, we do engage ourselves and successors to make restitution for the injuries done; and likewise to make satisfaction to the King of Great Britain for the full charge and damage of that war.

20. That no subject of the King of Great Britain, &c. shall be permitted to turn Turk or Moor in the City and Kingdom of Tripoli (being induced thereunto by any surprisal whatsoever) unless he voluntarily appear before the Dey or Governor with the English Consul's druggerman, three times in twenty-four hours' space, and every time declare his resolution to turn Turk or Moor.

21. That at all times, when any ship of war of the King of Great Britain, &c. carrying His said Majesty's flag at the main-top-mast head, appear before the said City of Tripoli, and come to anchor in the road, that immediately after notice thereof given by His said Majesty's Consul or Officer, from the ship, unto the Dey and Government of Tripoli, they shall, in honour to His Majesty, cause a salute of one-and-twenty cannon to be shot off from the castles and forts of the City, and that the said ship shall return an answer by shooting off the same number of cannon.

22. That presently after the signing and sealing of these Articles by us Halil Bashaw, Ibraim Dey, Aga, Divan, and Governors of the Noble City and Kingdom of Tripoli, all injuries and damages sustained on either part shall be quite taken away and forgotten, and this Peace shall be in full force and virtue, and continue for ever: and for all depredations and damages that shall be hereafter committed or done by either side, before notice can be given of this Peace, full satisfaction shall be immediately made, and whatsoever remains in kind, shall be instantly restored.

23. That whensoever it shall happen hereafter that any thing is done or committed by the ships or subjects of either side contrary to any of these Articles, satisfaction being demanded therefore, shall be made to the full, and without any manner of delay; and that it shall not be lawful to break this Peace, until such satisfaction be denied: and our faith shall be our faith, and our word our word; and whosoever shall be the cause of the breaking of this Peace, shall assuredly be punished with present death.

Confirmed and sealed in the presence of Almighty God, the 5th day of March, old stile, and the year of our Lord Jesus Christ 1675-6, being the last day of the Moon Zelhedga, and the year of the Hegira 1086.

	(L.S.)	(L.S.)	(L.S.)	(L.S.)
Signed	JOHN NARBROUGH.	Bashaw.	Dey.	Divan.

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TRIPOLI.

Treaty between
Great Britain
and Tripoli.
Signed at Tri-
poli, 1st May
1676. (1)

Whereas there were Articles of Peace and Commerce between the Most Serene and Mighty Prince, Charles the Second, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lords, Halil Bashaw, Ibraim Dey, Aga, Divan, and Governors of the Noble City and Kingdom of Tripoli, in Barbary, lately made and concluded by the said Lords on the one part, and by Sir John Narbrough, Knight, Admiral of His said Serene Majesty's fleet, in the Mediterranean seas, on the other part, and by them confirmed and sealed in the presence of Almighty God, the 5th day of March, old stile, and the year of our Lord Jesus Christ 1675-6, being the last day of the moon Zelhedga, and the year of the Hegira 1086: since which time of confirming and sealing the aforesaid Articles of Peace and Commerce, the aforesaid Lord Ibraim Dey being fled away from His said Government of the City and Kingdom of Tripoli in Barbary; now, therefore, we, Halil Bashaw, Aga, Divan, Governors, Soldiers, and People of the aforesaid City and Kingdom of Tripoli, have chosen and elected Vice Admiral Mustapha Grand to be Dey of the said City and Kingdom of Tripoli in Barbary, to succeed Ibraim Dey in the aforesaid Government. And now, we, the said Halil Bashaw, Mustapha Dey, Aga, Divan, Governors, Soldiers, and People of Tripoli aforesaid, having seen the aforesaid Articles of Peace and Commerce which were lately made and concluded as aforesaid, and having seriously perused and fully considered all particulars therein mentioned, do fully approve of all and every of the aforesaid Article and Articles of Peace; and we, and every one of us do now by these presents consent and agree to and with Sir John Narbrough, Knight, aforesaid, for the just and exact keeping and performing all of the said Articles, and do accept, approve, ratify and confirm all and every of them, in the same manner and form as they are inserted and repeated in the preceding Articles aforesaid; hereby firmly engaging ourselves and successors, assuring on our faith, sacredly to maintain, and strictly to observe, perform, and keep inviolably all and every the aforesaid Article and Articles of Peace and Agreement for ever; and to cause and require all our subjects and people, of what degree or quality soever, within the City and Kingdom of Tripoli, in Barbary, or Dominions thereunto belonging, both by sea and land, punctually, inviolably, carefully, and duly to observe, keep, and perform all and every the aforesaid Article and Articles thereof for ever; and our faith shall be our faith, and our word our word; and whosoever shall at any time violate and break any part of the said Article or Articles of Peace, they shall assuredly be punished with the greatest severity, and his or their heads shall be immediately cut off, and forthwith be presented unto any officer whom the Most Serene King of Great Britain, &c. shall authorize to make demand thereof.

It is farther agreed, that the subjects belonging unto the Most Serene King of Great Britain, &c. trading unto the Port of the City and Kingdom of Tripoli, in Barbary, aforesaid, or unto any Port or place of the Dominions thereunto belonging, in any merchant's ship or other vessel belonging unto the said Serene King's subjects, shall not pay so much custom by one per cent. for whatsoever goods or merchandize they sell or buy, as other Nations do for the custom of the like goods or merchandize, notwithstanding whatsoever is specified in the second Article aforesaid to the contrary.

And that the Most Serene King of Great Britain's Consul, residing in Tripoli aforesaid, shall have liberty at all times when he pleaseth, to put up His said Serene Majesty's flag on the flag-staff on the top of his house, and there

(1) Renewed by Article 25. of the Treaty of 1716.

to continue it spread as long time as he pleaseth. Likewise, the said Consul to have the same liberty of putting up and spreading the said flag in his boat when he passeth on the water, and no man whatsoever to oppose, molest, disturb, or injure him therein, either by word or deed.

These and all the other preceding Articles are to remain firm for ever, without any alteration; and in all other particulars not mentioned in any of these Articles, the regulation shall be according to the Capitulations general with the Grand Signior.

Confirmed likewise and sealed in the presence of Almighty God, at our Castle in the Noble City and Kingdom of Tripoli, in Barbary, the 1st day of May, old stile, and the year of our Lord Jesus Christ 1676, being the 26th day of the Moon Zaphire, and the year of the Hegira 1087.

	(L.S.)	(L.S.)	(L.S.)	(L.S.)
Signed	JOHN NARBROUGH.	Bashaw.	Dey.	Divan.

ADDITIONAL ARTICLES to Sir John Narbrough's Treaty, made, concluded, and agreed upon between the Most Serene and Mighty Monarch, William the Third, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Faith, &c., and the Most Illustrious Lords the Bassa, Dey, Aga, and Divan of the City and Kingdom of Tripoli, by Thomas Baker, Esq. His Majesty's late Agent and Consul at Algier, 11th day of October 1694.

Additional Articles between Great Britain and Tripoli. Signed at Tripoli, 11th Oct. 1694. (1)

1. That whereas the Dey of Tripoli is obliged by His Treaty with the French King to salute any of His flag ships appearing before that port with twenty-five guns, he the said Dey shall, in honour to His Majesty, salute an English Admiral with twenty-seven guns, shotted, as an acknowledgment of His Majesty of Great Britain being the most powerful Prince on the Ocean.

2. That the French Consul shall not be permitted to make his visit to the Dey, on the Turkish solemn festivals or other public occasions, until the Consul of His Majesty of Great Britain shall first have performed his, this priority of reception being allowed to the said Consul in regard to His Majesty of Great Britain, who was the first Christian Monarch that ever made a peace with that Government.

3. That the customs upon all goods and merchandizes brought to the port of Tripoli, upon English shipping, shall be reduced to 3 per cent.

4. That whereas in all the ports of the Grand Signior's Dominions, the French assume a power to protect all Christian merchants, strangers, not having a Consul of their own nation in such ports, all persons coming to the port of Tripoli shall be at liberty to put themselves under the protection of the English as well as the French Consul, as they themselves shall think fit.

Signed	HADJEE MAHOMET DEY.
	T. BAKER.

(1) Renewed by Article 25. of the Treaty of 1716.

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TRIPOLI.**

**Treaty between
Great Britain
and Tripoli.
Signed at Tri-
poli, 19th July
1716. (1)**

ARTICLES OF PEACE between His Most Sacred Majesty George, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Faith, &c. and the Most Excellent Lords, Mamet Bey, Isouf Dey, Siaban Rei, the Divan, and the rest of the Officers and People of the City and Kingdom of Tripoli; renewed, concluded, and ratified this 19th of July 1716, by John Baker, Esq. Vice-Admiral of the Blue Squadron of His Britannic Majesty's fleet, and Admiral and Commander in Chief of His Majesty's ships employed and to be employed in the Mediterranean, being properly empowered for that purpose.

1. In the first place it is agreed and concluded, that from this time forward for ever there shall be a true and inviolable peace between the Most Serene King of Great Britain, and the Most Illustrious Lords and Governors of the City and Kingdom of Tripoli, in Barbary, and between all the Dominions and subjects of either side; and if the ships and subjects of either party shall happen to meet upon the seas or elsewhere, they shall not molest each other, but shall shew all possible respect and friendship.

2. That all merchant ships belonging to the Dominions of Great Britain, and trading to the City, or any other part of the Kingdom of Tripoli, shall pay no more than three per cent. custom for all kinds of goods they shall sell; and for such as they shall not sell, they shall be permitted freely to embark it again on board their ships, without paying any sort of duty whatsoever, and shall depart without any hindrance or molestation.

3. That all ships and other vessels, as well those belonging to the said King of Great Britain, or to any of His Majesty's subjects, as also those belonging to the Kingdom or people of Tripoli, shall freely pass the seas, and traffic where they please, without any search, hindrance, or molestation from each other; and that all persons or passengers of what country soever, and all monies, goods, merchandizes, and moveables, to whatsoever people or nation belonging, being on board of any the said ships or vessels, shall be wholly free, and shall not be stopped, taken, or plundered, nor receive any harm or damage whatsoever from either party.

4. That the Tripoli ships of war, or any other vessels thereunto belonging, meeting with any merchant ships or other vessels of the King of Great Britain's subjects (not being in any of the seas appertaining to His Majesty's Dominions), may send on board one single boat, with two sitters, besides the ordinary crew of rowers; and no more but the two sitters to enter any of the said merchant ships, or any other vessels, without the express leave of the Commander of every such ship or vessel; and then, upon producing to them a pass under the hand and seal of the Lord High Admiral of England, the said boat shall presently depart, and the merchant ship or ships, vessel or vessels, shall proceed freely on her or their voyage. And although the Commander or Commanders of the said merchant ship or ships, vessel or vessels, produce no pass from the Lord High Admiral of England, yet if the major part of the said ship's or vessel's company be subjects to the said King of Great Britain, the said boat shall presently depart, and the merchant ship or ships, vessel or vessels, shall proceed freely on her or their voyage; and if any of the said ships of war or other vessels of His said Majesty, meeting with any ship or ships, vessel or vessels, belonging to Tripoli, if the Commander or Commanders of any such ship or ships, vessel or vessels, shall produce a Pass firm'd by the chief Governors of Tripoli, and a Certificate from the English Consul living there; or if they have no such

(1) Renewed by Article 24. of the Treaty of 1751.

Pass or certificate, yet if the major part of their ship's company or companies be Turks, Moors, or Slaves belonging to Tripoli, then the said Tripoli ship or ships, vessel or vessels, shall proceed freely.

5. That no Commander, or other person, of any ship or vessel of Tripoli, shall take out of any ship or vessel of His said Majesty's subjects any person or persons whatsoever, to carry them any where to be examined, or upon any other pretence, nor shall use any torture or violence unto any person of what nation or quality soever, being on board any ship or vessel of His Majesty's subjects, upon any pretence whatsoever.

6. That no shipwreck belonging to the said King of Great Britain, or to any of His Majesty's subjects upon any part of the coast belonging to Tripoli, shall be made or become prize, and that neither the goods thereof shall be seized, nor the men made slaves; but that all the subjects of Tripoli shall do their best endeavours to save the said men and their goods.

7. That no ship, or any other vessel of Tripoli, shall have permission to be delivered up, or to go to any other place in enmity with the said King of Great Britain, to be made use of as corsairs at sea against His said Majesty's subjects.

8. That if any ship or vessel of Tunis, Algier, Tetuan or Sally, or any other place being in war with the said King of Great Britain, bring any ships, vessels, men or goods, belonging to His said Majesty's subjects, to Tripoli, or to any port or place in that Kingdom, the Governors there shall not permit them to be sold within the territories of Tripoli.

9. That if any subject of the said King of Great Britain happens to die in Tripoli, or its territories, his goods or money shall not be seized by the Governors, or any Ministers of Tripoli, but shall all remain with the English Consul.

10. That neither the English Consul, nor any other subject of the said King of Great Britain, shall be bound to pay the debts of any other of His Majesty's subjects, except that they become surety for the same by a public act.

11. That the subjects of His said Majesty in Tripoli, or its territories, in matter of controversy, shall be liable to no other jurisdiction but that of the Dey, or Divan, except they happen to be at difference between themselves, in which case they shall be liable to no other determination but that of the Consul only.

12. That in case any subject of His Majesty, being in any part of the Kingdom of Tripoli, happen to strike, kill, or wound a Turk or Moor; if he be taken, he is to be punished in the same manner, and with no greater severity than a Turk ought to be, being guilty of the same offence; but if he escape, neither the said English Consul, nor any other of His said Majesty's subjects, shall be in any sort questioned or troubled therefore.

13. That the English Consul now, or at any time hereafter, living in Tripoli, shall be there at all times with entire freedom and safety of his person and estate, and shall be permitted to chuse his own druggerman and broker, and freely to go on board any ship in the road, as often and when he pleases, and to have the liberty of the country; and that he shall be allowed a place to pray in, and that no man shall do him any injury in word or deed.

14. That not only during the continuance of this peace and friendship, but likewise if any breach or war happen to be hereafter between the said

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King of Great Britain and the city and Kingdom of Tripoli, the said Consul, and all other His Majesty's subjects inhabiting in the Kingdom of Tripoli, shall always, and at all times, both of peace and war, have full and absolute liberty to depart and go to their own country, or any other, upon any ship or vessel of what nation soever they shall think fit, and to carry with them all their estates, goods, families, and servants, although born in the country, without any interruption or hindrance.

15. That no subject of His said Majesty, being a passenger from or to any port, shall be any way molested or meddled with, although he be on board any ship or vessel in enmity with Tripoli.

16. That if any of the Ships of war of the said King of Great Britain do come to Tripoli, or to any other port or place of that Kingdom with any prize, they may freely sell it, or otherwise dispose of it at their own pleasure, without being molested by any; and that His Majesty's said ships of war shall not be obliged to pay customs in any sort; and that if they shall want provisions, victuals, or any other things, they may freely buy them at the rates in the market.

17. That when any of His Majesty's ships of war shall appear before Tripoli; upon notice thereof given to the English Consul, or by the Commander of the said ships, to the Chief Governors of Tripoli, public proclamation shall be immediately made to secure the Christian captives; and if after that any Christians whatsoever make their escape on board any of the said ships of war, they shall not be required back again, nor shall the said Consul, or Commander, or any other His Majesty's subjects, be obliged to pay any thing for the said Christians.

18. That all merchant ships coming to the City and Kingdom of Tripoli, (though not belonging to Great Britain) shall have free liberty to put themselves under the protection of the British Consul in selling and disposing of their goods and merchandize, if they shall think proper, without any hindrance or molestation.

19. That at all times, when any ship of war of the King of Great Britain, &c. carrying His said Majesty's flag, appears before the said City of Tripoli, and comes to anchor in the road, immediately after notice thereof given by His said Majesty's Consul, or officer from the ship, unto the Dey and Government of Tripoli, they shall, in honour of His Majesty, cause a salute of twenty-seven cannon to be shot off from the castle and forts of the City; and that the said ship shall return an answer by shooting off the same number of cannon.

20. That no merchant ship belonging to Great Britain, or any other nation, under the protection of the British Consul, being in the port of Tripoli, shall be detained from proceeding to sea on her voyage longer than three days, under the pretence of arming out the ships of war of this Government, or any other whatsoever.

21. That no subject of the King of Great Britain, &c. shall be permitted to turn Turk or Moor in the City and Kingdom of Tripoli, (being induced thereunto by any surprisal whatsoever) unless he voluntarily appear before the Dey or Governor, with the English Consul's druggerman, three times in twenty-four hours' space, and every time declare his resolution to turn Turk or Moor.

22. That the Most Serene King of Great Britain's Consul, residing in Tripoli aforesaid, shall have liberty at all times, when he pleaseth, to put up His said Serene Majesty's flag on the flag-staff on the top of his house, and

there to continue it spread as long time as he pleaseth ; likewise the said Consul to have the same liberty of putting up and spreading the said flag in his boat when he passeth on the water, and no man whatsoever to oppose, molest, disturb, or injure him therein, either by word or deed.

23. That whereas the Island of Minorca in the Mediterranean Sea, and the City of Gibraltar, in Spain, have been yielded up and annexed to the Crown of Great Britain, as well by the King of Spain, as by all the several Powers of Europe engaged in the late war: now it is hereby agreed and fully concluded, that from this time forward, for ever, the said Island of Minorca and City of Gibraltar shall be esteemed in every respect by the Government of Tripoli to be part of His Britannic Majesty's own Dominions, and the inhabitants thereof to be looked upon as His Majesty's natural subjects, in the same manner as if they had been born in any other part of Great Britain ; and they with their ships and vessels wearing British colours shall be permitted freely to trade and traffic in any part of the Kingdom of Tripoli, and shall pass without any molestation whatsoever, either on the seas or elsewhere, in the same manner, and with the same freedom and privileges as have been stipulated in this and all former Treaties in behalf of the British nation and subjects.

24. And whereas in the Treaty of Peace concluded in the reign of King Charles II. in the year 1676, by Sir John Narbrough, Knt., an Article was inserted, by which the ships and vessels of Tripoli were not permitted to cruize before, or in sight of the port of Tangier, then belonging to Great Britain ; now it is hereby concluded and ratified, that in the same manner none of the ships or vessels belonging to Tripoli shall cruize or look for prizes, before or in sight of the ports of the Island of Minorca and the City of Gibraltar, to disturb or molest the trade thereof in any manner whatsoever.

25. That all and every the Articles in this Treaty shall be inviolably kept and observed between His Most Sacred Majesty of Great Britain, and the Most Illustrious Lords and Governors of the City and Kingdom of Tripoli, and all other matters not particularly expressed in this Treaty, and provided for in any former, shall still remain in full force, and shall be esteemed the same as if inserted here. Dated in the presence of Almighty God, in the City of Tripoli, this 19th day of July 1716, according to the Christian computation, and of the Turkish Hegira, the 10th of the Moon Siaban, 1128.

Signed J. BAKER.

TREATY OF PEACE AND COMMERCE between the Most Serene and Mighty Prince, George the Second, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Christian Faith, Duke of Brunswick and Lunenburg, Arch-Treasurer and Elector of the Holy Roman Empire, &c. &c. &c. And the Most Excellent and Illustrious Lords Mohammet Bashaw Grimali, Dey, Governor, and Captain-General, Seedy Ali Bey, Seedy Hussan Kiaja, the Divan, and all the Officers, Soldiers, and People of the Noble City and Kingdom of Tripoli, in Barbary ; renewed, agreed on, and confirmed, by the Honourable Augustus Keppel, Commander in Chief of His Britannic Majesty's ships and vessels in and about the Mediterranean Seas, and Robert White, Esq. His said Serene Majesty's Agent and Consul-General to the Dey and State of Tripoli, furnished with His Majesty's full Powers for that purpose.

Treaty between Great Britain and Tripoli. Signed at Tripoli, 19th September 1751. (1)

1. In the first place it is agreed and concluded, that from this time forward for ever, there shall be a true and inviolable Peace, between the Most

(1) Renewed by the Treaty of 1762.

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Serene King of Great Britain and the Most Illustrious Lords and Governors of the City and Kingdom of Tripoli, in Barbary; and between all the Dominions and Subjects of either side; and if the ships and subjects of either party shall happen to meet upon the seas, or elsewhere, they shall not molest each other, but shall shew all possible respect and friendship.

2. That all merchant ships belonging to the Dominions of Great Britain, and trading to the City, or any part of the Kingdom of Tripoli, shall pay no more than three per cent. custom, for all kinds of goods they shall sell; and for such as they shall not sell, they shall be permitted freely to embark it again on board their ships, without paying any sort of duty whatsoever, and shall depart without hindrance or molestation.

3. That all ships and other vessels, as well those belonging to the said King of Great Britain, or to any of His Majesty's subjects, as those belonging to the Kingdom or People of Tripoli, shall freely pass the seas, and traffic where they please, without any search, hindrance or molestation from each other: and that all persons or passengers, of what country soever, and all monies, goods, merchandizes, and moveables, to whatsoever people or nation belonging, being on board of any the said ships or vessels, shall be wholly free, and shall not be stopped, taken, or plundered from either party.

4. That the Tripoli ships of war, or any other vessels thereunto belonging, meeting with any merchant ships, or other vessels of the King of Great Britain's subjects (not being in any of the seas appertaining to any of His Majesty's Dominions) may send on board one single boat, with two sitters, besides the ordinary crew of rowers, and no more but the two sitters to enter any of the said merchant ships, or any other vessels, without the express leave of the Commander of every such ship or vessel; and then, upon producing unto them a Pass under the hand and seal of the Lord High Admiral of England, the said boat shall presently depart, and the merchant ship or ships, vessel or vessels, shall proceed freely on her or their voyage: and although the Commander or Commanders of the said merchant ship or ships, vessel or vessels, produce no Pass from the Lord High Admiral of England, yet if the major part of the ship's or vessel's company be subjects to the said King of Great Britain, the said boat shall presently depart, and the merchant ship or ships, vessel or vessels, shall proceed freely on her or their voyage: and any of the said ships of war, or other vessels of His said Majesty, meeting with any ship or ships, vessel or vessels, belonging to Tripoli, if the Commander of any such ship or ships, vessel or vessels, shall produce a Pass, signed by the Chief Governors of Tripoli, and a certificate from the English Consul living there; or if they have no such Pass or certificate, yet if the major part of their ship's company or companies be Turks, Moors, or Slaves belonging to Tripoli, then the said Tripoli ship or ships, vessel or vessels, shall proceed freely.

5. That no Commander, or other person, of any ship or vessel of Tripoli, shall take out of any ship or vessel of His said Majesty's subjects, any person or persons whatsoever, to carry them any where to be examined, or upon any other pretence, nor shall use any torture or violence unto any person of what nation or quality soever, being on board any ship or vessel of His Majesty's subjects, upon any pretence whatsoever.

6. That no shipwreck belonging to the said King of Great Britain, or to any of His Majesty's subjects, upon any part of the coasts belonging to Tripoli, shall be made or become prize; and that neither the goods thereof shall be seized, nor the men made slaves; but that all the subjects of Tripoli shall do their best endeavours to save the said men and their goods.

7. That no ship, or any other vessel of Tripoli, shall have permission to be delivered up, or to go to any other place in enmity with the said King of Great Britain, to be made use of as corsairs at sea against His said Majesty's subjects.

8. That if any ship or vessel of Tunis, Algier, Tetuan, or Sally, or any other place, being in war with the said King of Great Britain, bring any ships or vessels, men or goods, belonging to His said Majesty's subjects, to Tripoli, or to any port or place in that Kingdom, the Governors there shall not permit them to be sold within the territories of Tripoli, like as is agreed at Algiers.

9. That if any subject of the King of Great Britain happens to die in Tripoli, or its territories, his goods or money shall not be seized by the Governors, or any Ministers of Tripoli, but shall all remain with the English Consul.

10. That neither the English Consul, nor any other subject of the said King of Great Britain, shall be bound to pay the debts of any other of His Majesty's subjects, unless they become surety for the same by a public act.

11. That the subjects of His said Majesty in Tripoli, or its territories, in matter of controversy, shall be liable to no other jurisdiction but that of the Dey or Divan, except they happen to be at difference between themselves, in which case they shall be liable to no other determination but that of the Consul only.

12. That in case any subject of His Majesty, being in any part of the Kingdom of Tripoli, happen to strike, kill, or wound a Turk or Moor, if he be taken, he is to be punished in the same manner, and with no greater severity than a Turk ought to be, being guilty of the same offence; but if he escape, neither the said English Consul, nor any other of His said Majesty's subjects, shall be in any sort questioned or troubled upon that account, and no trial or sentence to be passed without the Consul being present.

13. That the English Consul now, or at any time hereafter, living at Tripoli, shall be there at all times with entire freedom and safety of his person and estate, and shall be permitted to choose his own druggerman and broker, and freely to go on board any ship in the road, as often and when he pleases, and to have the liberty of the country; and that he shall be allowed a place to pray in; and that no man shall do him any injury, either in word or deed; and that he shall have liberty at all times of hoisting His Majesty's flag at the top of his house, and on his boat, when he passes on the water.

14. That not only during the continuance of this Peace and friendship, but likewise if any breach or war happen to be hereafter, between the said King of Great Britain, and the City and Kingdom of Tripoli, the said Consul, and all other His Majesty's subjects, inhabiting in the Kingdom of Tripoli, shall always, and at all times, both of peace and war, have full and absolute liberty to depart and go to their own country, or any other, upon any ship or vessel, of what nation soever they shall think fit, and to carry with them all their estates, goods, families and servants, although born in the country, without any interruption or hindrance.

15. That no subject of His said Majesty, being a passenger from or to any port, shall be any way molested or meddled with, either in person or property, although on board any ship or vessel in enmity with Tripoli; and the same is to be regarded in favour of the subjects of Tripoli.

16. That when any of His Majesty's ships of war shall appear before Tripoli, upon notice thereof given by the English Consul, or by the Commander of the said ships, to the Chief Governors of Tripoli, public proclamation shall be immediately made to secure the Christian captives; and if after that, any Christians whatsoever make their escape on board any of the said ships of war, they shall not be required back again, nor shall the said Consul or Commander, or any other His Majesty's subjects, be obliged to pay any thing for the said Christians.

17. That all merchant ships coming to the City or Kingdom of Tripoli, though not belonging to Great Britain, shall have free liberty to put themselves under the protection of the British Consul, in selling and disposing of their goods and merchandize, if they shall think proper, without any hindrance or molestation.

18. That at all times when any ship of war of the King of Great Britain, &c. carrying His said Majesty's flag, appears before the said City of Tripoli, and comes to an anchor in the road, immediately after notice thereof given by His said Majesty's Consul, or officer from the ship, unto the Dey and Government of Tripoli, they shall, in honour to His Majesty, cause a salute of twenty-seven cannon to be fired from the castle and forts of the City, and that the said ship shall return an answer by firing the same number of cannon.

19. That no subject of the King of Great Britain shall be permitted to turn Turk or Moor in the City and Kingdom of Tripoli, (being induced thereunto by any surprize whatsoever) unless he voluntarily appear before the Dey or Governor, with the English Consul's druggerman, three times in three days, and each day declare his resolution to turn Turk or Moor.

20. Whereas it is customary for the European Consuls to pay their respects to the Bashaw at the feasts of Ramadam and Birham, it is hereby declared, that His Britannic Majesty's Consul shall be admitted first to audience, and take the precedency of all other Consuls, in consideration of the English being the oldest friends to the State of Tripoli.

21. That whereas the Island of Minorca in the Mediterranean Sea, and the City of Gibraltar, in Spain, do now belong to His Majesty the King of Great Britain; it is therefore hereby agreed, that from this time forward, for ever, the said Island of Minorca, and City of Gibraltar, shall be esteemed, in every respect, by the Bashaw and Government of Tripoli, to be part of His Britannic Majesty's own Dominions, and the inhabitants thereof shall be looked upon as His Majesty's natural subjects, in the same manner as if they had been born in any part of Great Britain; and they, with their ships and vessels wearing British colours, and being furnished with Mediterranean Passes, shall be permitted freely to trade and traffic in any part of the Kingdom of Tripoli, or Dominions thereunto belonging, and shall pass without any molestation whatsoever, either on the seas or elsewhere, in the same manner, and with the same freedom and privileges, as have been stipulated in this and all former Treaties, in behalf of the British nation and subjects; and that none of the ships or vessels belonging to Tripoli, shall cruize or look for prizes, before, or in sight of the ports of the Island of Minorca, and the City of Gibraltar, to disturb or molest the trade thereof in any manner whatsoever.

22. That if any of the ships of war of the said King of Great Britain come to Tripoli, or to any other port or place of that Kingdom, with any prize, they may freely sell it, or otherwise dispose of it, at their own pleasure, without being molested by any; and that His Majesty's said ships of war

shall not be obliged to pay customs in any sort ; and that if they shall want provisions, victuals, or any other things, they may freely buy them at the rates in the market.

23. That whensoever it shall happen hereafter, that any thing is done or committed, by the ships or subjects of either side, contrary to any of these Articles, satisfaction being demanded therefore, the same shall be made to the full, and without any manner of delay ; and it shall not be lawful to break this peace, until such satisfaction be denied ; and whosoever shall be the cause of breaking this peace, shall assuredly be punished with present death.

24. That His Britannic Majesty's subjects (over and above the stipulations contained in this and all former Treaties) shall enjoy all the privileges and advantages, which now are, or which hereafter may be, granted to any of the subjects of the most favoured nation.

25. That in case any of His said Majesty's subjects shall import into the said Kingdom of Tripoli, or into any of the ports or Dominions thereunto belonging, any warlike stores, as cannons, muskets, pistols, cannon powder, or fine powder, brimstone, bullets, iron, planks, and all sorts of timber fit for building of ships, pitch, tar, rosin, ropes, cables, masts, blocks, anchors, sails, and all other habiliments of war, as well by sea as by land ; as also provisions, viz. wheat, barley, beans, oats, or the like, they shall not pay any sort of duty or custom whatsoever.

26. That new Mediterranean Passes shall be issued out and given to His said Majesty's trading subjects, with all convenient speed ; and that the time for the continuance of the old Passes, for the ships in the Indies and remote parts, shall be three years ; and for all other ships and vessels, one year ; to commence from the delivery of the counter-tops of the new Passes at Algiers ; of which His Majesty's Consul here shall give the earliest notice to the Bashaw and Government ; and it is hereby expressly agreed and declared, that the said new Passes shall, during the above-mentioned spaces of time of three years and one year, be of full and sufficient force and effect to protect all ships and vessels of His said Majesty's subjects, who shall be provided with the same.

27. That no merchant ship belonging to Great Britain, or any other nation under the protection of the British Consul, being in the port of Tripoli, shall be detained from proceeding to sea on her voyage, longer than eight days, under the pretence of arming out the ships of war of the Government, or any other whatsoever.

28. That if at any time the garrisons of Gibraltar or Port Mahon should be in want of provisions, and should send for the same to Tripoli, or any part of the Dominions thereof, they shall, if it is to be had, be supplied with it at the market-price.

29. That all packets, bearing His Britannic Majesty's Commission, which shall be met by any of the cruizers of Tripoli, shall be treated with the same respect as His Majesty's ships of war, and all due respect shall be paid to His Majesty's Commission ; and both at meeting and parting, they shall be treated as friends ; and if any of the Tripoli cruizers commit the least fault, or violence against them, the Captains or Raizes, so offending, shall, on their arrival at Tripoli, and proper complaint being made of them, be most severely punished, without admitting of their excuses.

30. That all and every the Articles in this Treaty shall be inviolably kept and observed between His Most Sacred Majesty of Great Britain, and the

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Most Illustrious the Bashaw, Lords and Governors of the City and Kingdom of Tripoli, and between the Dominions and subjects of either side ; and our faith shall be our faith, and our word our word. Dated in the presence of Almighty God, in the City of Tripoli, this 19th day of September 1751, according to the Christian computation, and of the Turkish Hegira 1164, the 29th day of the Moon Shawan.

Signed **A. KEPPEL.**
ROBERT WHITE.

DIVAN.
KIAJA.
BEY.
BASHAW.

**Treaty between
Great Britain
and Tripoli.
Signed at Tri-
poli 22d July
1762. (1)**

ARTICLES OF PEACE AND COMMERCE between the Most Serene and Mighty Prince, George the Third, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Christian Faith, Duke of Brunswick and Lunenburg, Arch-Treasurer and Prince Elector of the Holy Roman Empire, &c. &c. &c. and the Most Excellent and Illustrious Lord Ally Bashaw, Bey, Governor and General of the garrisoned City and Kingdom of Tripoli, in the West, renewed; confirmed, and ratified, by His Excellency Archibald Cleveland, Esq. His Britannic Majesty's Ambassador to the Emperor of Fez and Morocco, and furnished with His Majesty's full Powers for renewing the Treaties with all the other Barbary States.

It is hereby agreed and concluded, that from this day and for ever, the Peace made by the Honourable Augustus Keppel, Commander in Chief of His Britannic Majesty's ships and vessels in and about the Mediterranean, and Robert White, Esq. His said Serene Majesty's Agent, and Consul-General, to the Bey and State of Tripoli, with the late Most Excellent and Illustrious Lords Mohammed Bashaw Gramali, Bey, Governor and Captain-General, Seedy Ally Bey, Seedy Hassan Kiaja, the Divan, and all the Officers, Soldiers and People of the said City and Kingdom of Tripoli, concluded and signed on the Nineteenth of September 1751, be hereby renewed, ratified, and confirmed. And that the ships and other vessels, and the Subjects and People of both sides, shall not henceforward do to each other any harm, offence, or injury, either in word or deed, but shall treat one another with all possible respect and friendship.

Concluded and signed in the City and Kingdom of Tripoli, in the West, in the presence of Almighty God, the Twenty-second day of July, in the year of our Lord Jesus Christ 1762, and in the year of the Hegira 1176, and the first day of the Moon Muharem el Haram.

Signed **ARCH. CLEVELAND, (L. S.)**

**Treaty between
Great Britain
and Tripoli.
Signed at Tri-
poli, 10th May
1812.**

Matthew Smith, Esq. Captain of His Britannic Majesty's ship Comus, invested with full Powers, and His Highness Sidi Jusef Caramanli, Bashaw, Bey, Governor and Captain General of the City and Kingdom of Tripoli, in the West ;

Being mutually animated by the desire of putting an end to the recent and repeated complaints, which have taken place in consequence of the misinterpretation of some of the Articles of Peace established between the two Contracting Powers, to prevent the violation of the Neutral Rights of this City and Kingdom by the privateers of Belligerent Nations ; and being further desirous to give reciprocal proofs of the harmony and good faith which happily subsist between His Britannic Majesty's Government, and that of His Excellency the Bashaw, have agreed and established as follows :—

(1) Renewed by Article 1. of the Treaty of 1812.

1. The present existing Treaties or Conventions of Peace, Friendship, and Commerce, shall have their full effect, and shall preserve in all and every point their full force and virtue, and shall be looked upon as renewed and confirmed by virtue of this present Treaty, except only such articles, clauses and conditions, from which it has been thought fit to derogate, explain, or revise by this present Treaty.

2. That the privateers of Belligerent Powers, which, on account of bad weather, want of provisions, or chased by an enemy, shall take refuge in Tripoli, or in any other of the ports, roads, or bays of that Kingdom, having received a supply of provisions, and the danger of the enemy ceased, shall be obliged to depart without unnecessary delay, or increasing the number of men, arms, or ammunition, with which they entered; and, being out of port, the said privateers shall not lurk in the bays, creeks, and behind the points of promontories or Islands belonging to the Territory of His Highness the Bashaw, to tarry there, and give chase to the ships of their enemies, which shall be entering or going out, nor shall they in any manner whatever disturb the free ingress or regress of the ships of any nation to the ports, bays, or roads of the Kingdom.

3. The privateers of Belligerent Powers shall not be permitted to sail for any port, bay, or roadstead belonging to the Kingdom, until twenty-four hours after the departure of any vessel belonging to another Power with which they may be at war, nor shall they even at any period be allowed to depart, while such vessel remains in sight of such port, bay, or roadstead, whether detained by calms, foul winds, or other *unavoidable* circumstances.

4. It is finally agreed and established that His Excellency Sidi Jusef Caramanli, Bashaw, being desirous to maintain inviolably the existing Treaties and the strict neutrality of his Kingdom, will not permit or tolerate in any part of the Dominions of the City and Kingdom of Tripoli, the sale of any prizes or prize goods whatever that may have appertained to Great Britain; but that such prizes shall be obliged to depart with the whole and entire cargoes with which they entered the port, subject to the same regulations as the privateers of the Belligerent Powers in conformity to the second Article of the present Treaty.

In witness whereof, we have caused our Seal to be affixed in the City of Tripoli, in the West, this 10th day of May, in the year of the Christian Æra 1812, and of the Hegira, the 28th of the Moon Rabia Second, 1227.

Signed MAT. SMITH, (L.S.)

The Seal
of the Bey
and five
others.

In the Name of God Almighty. The Great Allied Powers of Europe having placed the United States of the Ionian Islands, viz. Corfu, Cephalonia, Zante, Maura, Ithaca, Cerigo, and Paxo, with their dependencies in all their various interests, under the immediate and exclusive protection of His Majesty the King of the United Kingdom of Great Britain and Ireland, His Heirs and Successors; the following Articles between His Royal Highness the Prince Regent, acting in the name and on the behalf of His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Highness Sidi Jusef Caramanli, Bashaw and Bey of the Regency of Tripoli, and its dependencies, in Barbary, are concluded by the Right Honourable Edward Baron Exmouth, Knight Grand Cross of the Most Honourable Military Order of the Bath, Admiral of the Blue Squadron of His Britannic Majesty's fleet,

Treaty between
Great Britain
and Tripoli.
Signed at Tri-
poli, 29th April
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and Commander in Chief of His said Majesty's ships and vessels employed in the Mediterranean.

1. The inhabitants of the Ionian Islands are hereby fully recognized and acknowledged by His Highness the Bey of Tripoli, as British subjects, and entitled as such to all the rights and security which British subjects now enjoy : and it is hereby stipulated that their Flag and Commerce shall be henceforward respected as such, accordingly, in all their various interests.

2. In the event of any misunderstanding between His Highness, the Bey of Tripoli, or his subjects, and the subjects of the Ionian Islands, the cause of such misunderstanding shall be referred to His Britannic Majesty, who charges Himself with procuring redress, upon any just complaint His Highness the Bey may have to make, against the said Ionian States and subjects, as if they were, to all intents and purposes, British-born subjects.

3. His Highness the Bey of Tripoli, in recognizing the inhabitants of the said Ionian Islands, as British subjects, hereby engages to release immediately without ransom, and deliver to persons authorized to receive them, all captives now in the City and Kingdom of Tripoli, being subjects of the Ionian Islands, under whatever circumstances they may have been taken, and any of the inhabitants of the said Islands that may hereafter be brought into the Kingdom of Tripoli, from the signing of the present Treaty, shall be immediately given up, with all their goods and chattels to the British Consul.

4. Serious complaints having been made of the Barbary cruizers entering on board ships they speak at sea (under British protection) with a greater number of men than is allowed by Treaty, and destroying the ship's papers, to the great injury of the owners ; with a view of preventing the recurrence of such serious complaints, His Highness the Bey of Tripoli hereby engages to give the most positive orders, and adopt measures to prevent such practices in future, under the severest punishment of the offender : the oath of the master, and two other persons of the crew, shall be sufficient proof of the fact, and for the punctual performance of this Article, the Reis, or Captain of any cruizer so offending, shall be answerable for the conduct of his officers and crew ; but should any ship so boarded come into the port, or Territory of Tripoli, the complaint shall be heard and determined by regular examination before the Bey in the presence of the Consul.

5. His Highness the Bey of Tripoli, hereby further engages to recognize the Flag and subjects of the Kingdom of Hanover, on the same footing as those of other countries belonging to the Sovereignty of His Britannic Majesty, and as such entitled to the rights and securities enjoyed by the flag and subjects of Great Britain in all their various interests.

Done in duplicate, at the Palace of Tripoli, in the presence of Almighty God, the 29th day of April, in the year of Jesus Christ 1816, and in the year of the Hegira 1231, and the 30th day of the Moon Jumed Ouell.

Signed

EXMOUTH, (L.S.)

Admiral and Commander in Chief of
His Britannic Majesty's fleet in the
Mediterranean.

Signed HANMER WARRINGTON, (L.S.)
B. C. G.

Seal of the Bey.

DECLARATION of His Highness Sidi Jusef Caramauli, Bashaw and Bey of the Regency of Tripoli and its Dependencies, in Barbary, made and concluded with the Right Honourable Edward Baron Exmouth, Knight Grand Cross of the Most Honourable Military Order of the Bath, Admiral of the Blue Squadron of His Britannic Majesty's fleet, and Commander in Chief of His said Majesty's ships and vessels in the Mediterranean.

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Declaration of
the Bey of
Tripoli, 29th
April 1816.

In consideration of the deep interest manifested by His Royal Highness the Prince Regent of England, for the termination of Christian Slavery, His Highness the Bey of Tripoli, in token of his sincere desire to maintain inviolable his friendly relations with Great Britain, and in manifestation of his amicable disposition and high respect towards the Powers of Europe, (with all of whom he is desirous to establish peace) declares and agrees that in the event of a future war with any European Power (which God forbid) that not any of the prisoners shall be consigned to slavery, but treated with all humanity as prisoners of war, until regularly exchanged, according to European practice in like cases, and that at the termination of hostilities they shall be restored to their respective countries without ransom.

Done in duplicate, at the Palace of Tripoli, in the presence of Almighty God, the 29th day of April, in the year of Jesus Christ 1816, and in the year of the Hegira 1231, and the 30th day of the Moon Jumed Ouell.

Seal
of the Bey.

Signed **EXMOUTH, (L.S.)**
Admiral and Commander in Chief of
His Britannic Majesty's fleet in
the Mediterranean.

Signed **HANMER WARRINGTON, (L.S.)**
B. C. G.

TUNIS. (1)

ARTICLES OF PEACE between the Most Serene and Mighty Prince Charles the Second, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Faith, &c. and the Most Excellent Signors, Mahomet Bashaw, the Divan of the Noble City of Tunis, Hagge Mustapha Dey, Mbrat Bey, and the rest of the Soldiers in the Kingdom of Tunis; concluded by Sir John Lawson, Knight, the 5th of October 1662.

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TUNIS.

Treaty between
Great Britain
and Tunis.
Signed at Tunis,
5th October
1662. (2)

1. That all former aggrievances and losses, and other pretences between both parties, shall be void and of no effect, and from henceforward a firm peace for ever, free trade and commerce, shall be and continue between the subjects of His Sacred Majesty the King of Great Britain, &c. and the People of the Kingdom of Tunis, and the Dominions thereunto belonging.

(1) As to Treaties in general, and decisions thereon, see ante, 1 vol. 38 to 67. 615 to 630.

(2) Renewed by Article 10. of the Treaty of 1751.

2. That the ships on either part shall have free liberty to enter into any port or river belonging to the Dominions of either party, (paying duties only for what they shall sell) transporting the rest without any trouble or molestation, and freely enjoy any other privileges, accustomed: and the late exaction that hath been upon the lading and unlading of goods at Goletta and the Marine, shall be reduced to the ancient customs in those cases.

3. That there shall be no seizure of any ships of either party at sea or in port, but that they shall quietly pass without any molestation or interruption, they displaying their colours. And for prevention of all inconveniences that may happen, the ships of Tunis are to have a certificate under the hand of the English Consul there, that they belong to that place; which being produced, the English ship shall admit two men to come on board them peaceably, to satisfy themselves that they are English; and although they have passengers of other nations on board, they shall be free, both them and their goods.

4. That if any English ship shall receive on board them any goods or passengers belonging to the Kingdom of Tunis, they shall be bound to defend them and their goods, so far as lieth in their power, and not deliver them unto the enemy.

5. That if any of the ships of either party shall by accident of foul weather, or otherwise, be cast away upon the coast belonging to either Party, the persons shall be free, and the goods saved, and delivered to the proprietors thereof.

6. That the English that do at present, or shall at any time hereafter, inhabit in the City or Kingdom of Tunis, shall have free liberty when they please, to transport themselves with their families and children, although born in the country.

7. That the people belonging to the Dominions of either Party shall not be abused with ill-language, or otherwise ill-treated, but that the parties so offending shall be punished severely according to their desert.

8. That the Consul, or any other of the English nation residing in Tunis, shall not be forced to make his addresses in any difference unto any court of Justice, but unto the Dey himself, from whom only they shall receive judgment.

9. That the Consul, or any other of the English nation, shall not be liable to pay the debts of any particular person of the nation, unless obliged thereunto under his hand.

10. That all the ships of war belonging unto the Dominions of either Party, shall have free liberty to use each other's ports for washing, cleansing, and repairing any their defects, and to buy and to ship off any sort of victuals, alive or dead, or any other necessaries, at the price the natives buy it in the market, without paying custom to any officer.

11. That in case any ships of war belonging to the Dominions of Tunis, shall take, in any of the enemy's ships, any Englishman serving for wages, they are to be made slaves; but if merchants or passengers, they are to enjoy their liberty and goods free and entire.

12. That if any ship of war belonging to the Kingdom of Tunis, fighting under his own colours, with any English ship not wearing English colours, and shall surprize her under the same, the said English ship shall be prize, notwithstanding the peace.

13. That in case any slave in the kingdom of Tunis, of any nation whatsoever, shall make his escape and get on board any ship belonging to the Dominions of His Sacred Majesty the King of Great Britain, &c. the Consul shall not be liable to pay his ransom, unless timely notice be given him, to order that none such be entertained; and then if it appear that any slave hath so got away, the said Consul is to pay to his patron the price for which he was sold in the market; and if no price be cut, then to pay three hundred dollars and no more.

These Articles aforementioned are to remain firm for ever, without any alteration; and in all other particulars not mentioned in these Articles, the regulation shall be according to the Capitulations general with the Grand Signior.

Signed and Sealed in the presence of the Great God.

Signed

JOHN LAWSON.

Tunis, 5th October 1662.

ARTICLES OF PEACE between His Most Sacred Majesty George, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Faith, &c. and the Most Excellent Lords, Ally Bashaw, Ussain Ben Ally Bey, Cara Mustapha Dey, Aga of the Divan of the Most Noble City of Tunis, and the whole body of the Militia of the said Kingdom; renewed and concluded by John Baker, Esq. Vice Admiral of the Blue Squadron of His Britannic Majesty's fleet, and Admiral and Commander in Chief of His Majesty's ships, employed and to be employed in the Mediterranean Sea, being properly empowered for that purpose.

Treaty between
Great Britain
and Tunis.
Signed at Tunis,
30th August
1716. (1)

1. That all former grievances and losses, and other pretensions between both parties shall be void and of no effect; and from henceforward, a firm Peace for ever, free trade and commerce, shall be and continue between the subjects of His Most Sacred Majesty, George, King of Great Britain, &c. and the People of the Kingdom of Tunis, and the Dominions thereunto belonging; but that this Article shall not cancel or make void any just debt, either in commerce or otherwise, that may be due from any person or persons to others of either party; but that the same shall be liable to be demanded and recoverable as before.

2. That the ships of either party shall have free liberty to enter into any port or river belonging to the Dominions of either party, paying the duties only for what they shall sell, transporting the rest without any trouble or molestation, and freely enjoy any other privileges accustomed; and the late exaction that hath been upon the lading and unlading of goods at Goletta and the Marine, shall be reduced to the ancient customs in those cases.

3. That there shall be no seizure of any ships of either party at sea or in Port, but that they shall quietly pass without any molestation or interruption, they displaying their colours; and for prevention of all inconveniences that may happen, the ships of Tunis are to have a certificate under hand and seal of the British Consul, that they belong to Tunis; which being produced, the English ship shall admit two men to come on board them peaceably to satisfy themselves they are English; and although they have passengers of other nations on board, they shall be free, both them and their goods.

(1) Renewed by Article 10. of the Treaty of 1751.

4. That if an English ship shall receive on board any goods or passengers belonging to the Kingdom of Tunis, they shall be bound to defend both them and their goods, so far as lieth in their power, and not deliver them unto the enemies; and the better to prevent any unjust demands being made upon the Crown of Great Britain, and to avoid disputes and differences which may arise, all goods and merchandize that shall from henceforward be shipped by the subjects of this Government, either in this Port or any other whatsoever, on board the ships or vessels belonging to Great Britain, shall be first entered in the office of Cancellaria, before the British Consul residing at the respective Port, expressing the quantity, quality, and value of the goods so shipped; which the said Consul is to manifest in the clearance given to the said ship or vessel before she departs, to the end that if any cause of complaint should happen hereafter, there may be no greater claim made on the British nation than by this method shall be proved to be just and equitable.

5. That if any of the ships of either Party shall by accident of foul weather or otherwise be cast away upon any coast belonging to either party, the persons shall be free, and the goods saved and delivered to the proprietors thereof.

6. That the English which do at present, or shall at any time hereafter, inhabit in the City or Kingdom of Tunis, shall have free liberty, when they please, to transport themselves, with their families and children, although born in the country.

7. That the people belonging to the Dominions of either Party shall not be abused with ill language or otherwise ill treated, but that the parties so offending shall be punished severely according to their deserts.

8. That the Consul, or any other of the English nation residing in Tunis, shall not be forced to make their addresses in any difference unto any Court of Justice, but to the Bey himself, from whom only they shall receive judgment, in case the difference should happen between a subject of Great Britain and another of this Government, or any other foreign nation; but if it should be between two of His Britannic Majesty's subjects, then it is to be decided by the British Consul only.

9. That the Consul, or any other of the English nation, shall not be liable to pay the debts of any particular person of the nation, unless obliged thereunto under his hand.

10. That as the Island of Minorca, in the Mediterranean Sea, and the City of Gibraltar in Spain, have been yielded and annexed to the Crown of Great Britain, as well by the King of Spain as by all the several Powers of Europe engaged in the late war; now it is hereby agreed and fully concluded, that from this time forward for ever, the said Island of Minorca and City of Gibraltar shall be esteemed in every respect by the Government of Tunis to be part of His Britannic Majesty's own dominions, and the inhabitants thereof to be looked upon as His Majesty's natural subjects, in the same manner as if they had been born in any other part of Great Britain; and they with their ships and vessels wearing the British colours, shall be permitted freely to trade and traffic in any part of the Kingdom of Tunis, and shall pass without any molestation whatsoever, either on the seas or elsewhere, in the same manner and with the same freedom and privileges that have been stipulated in this and all former Treaties, in behalf of the British nation and subjects.

11. And the better and more firmly to maintain the good correspondence and friendship that hath been so long and happily established between the Crown of Great Britain and the Government of Tunis, it is hereby agreed and concluded by the parties before mentioned, that none of the ships and vessels belonging to Tunis, or the Dominions thereof, shall be permitted to cruize or look for prizes of any Nation whatsoever, before or in sight of the aforesaid City of Gibraltar, or any of the Ports of the Island of Minorca, to hinder or molest any vessels bringing provisions and refreshments for His Britannic Majesty's troops and garrisons in those places, or to give any disturbance to the trade or commerce thereof; and if any prize shall be taken by the ships or vessels of Tunis within the space of ten miles of the aforesaid places, she shall be restored without any contradiction.

12. That all the ships of war belonging to the Dominions of either Party, shall have free liberty to use each other's Ports for washing, cleaning, or repairing any their defects; and to buy and to ship off any sort of victuals, alive or dead, or any other necessaries, at the price the natives buy at in the market, without paying custom to any officer; and whereas His Britannic Majesty's ships of war do frequently assemble and harbour in the port of Mahon, in the Island of Minorca, if at any time they or His Majesty's troops in garrison there should be in want of provisions, and should send from thence to purchase supplies in any part of the Dominions belonging to Tunis, they shall be permitted to buy cattle, alive or dead, and all other kind of provision at the prices it is sold in the market; and shall be suffered to carry it off, without paying duty to any officer, in the same manner as if His Majesty's ships were themselves in the Port.

13. That in case any ships of war belonging to the Kingdom of Tunis shall take in any of their enemies' ships, any Englishmen serving for wages, they are to be made slaves; but if merchants or passengers, they are to enjoy their liberty and goods free.

14. That in case any slave in the Kingdom of Tunis, of any nation whatsoever, shall make his escape, and get on board any ship belonging to the Dominions of His Sacred Majesty the King of Great Britain, &c. the Consul shall not be liable to pay the ransom, unless timely notice be given him to order that none such be entertained; and then if it appears that any slave hath so got away, the said Consul is to pay to his patron the price for which he was sold in the market, and if no price be set, then to pay 300 dollars, and no more.

15. And the better to prevent any dispute that may hereafter arise between the two parties, about salutes and public ceremonies, it is hereby agreed and concluded, that whenever any flag-officer of Great Britain shall arrive in the Bay of Tunis in any of His Majesty's ships of war, immediately upon notice given thereof, there shall be five-and-twenty cannon shot off from the castles of Goletta, or other the nearest fortification belonging to Tunis, according to custom, as a royal salute to His Britannic Majesty's colours, and the same number shall be returned in answer thereto, by His Majesty's ships; and it is hereby stipulated and agreed, that all ceremonies of honour shall be allowed to the British Consul who resides here, to represent in every respect his Majesty's person, equal to any other nation whatsoever, and no other Consul in the Kingdom to be admitted before him in precedence.

16. That the subjects of His Sacred Majesty of Great Britain, &c. either residing in or trading to the Dominions of Tunis, shall not for the time to come pay any more than 3 per cent. custom, on the value of the goods or

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merchandize which they shall either bring into or carry out of this said Kingdom of Tunis.

17. It is moreover agreed, concluded, and established, that at whatsoever time it shall please the Government of Tunis to reduce the customs of the French Nation to less than they pay at present, it shall always be observed that the British customs shall be 2 per cent. less than any agreement that shall for the future be made with the said French, or that shall be paid by the subjects of France.

18. It is moreover agreed, concluded, and established, that in case any British ship or ships, or any of the subjects of His Majesty of Great Britain, shall import at the Port of Tunis, or any other Port of this Kingdom, any warlike stores, as cannons, muskets, pistols, cannon-powder, or fine powder, bullets, masts, anchors, cables, pitch, tar, or the like; as also provisions, viz. wheat, barley, beans, oats, oil, or the like; for the said kinds of merchandize they shall not pay any sort of duty or custom whatever.

We, the parties before mentioned, having seen and perused the preceding Articles, do hereby approve, ratify, and confirm the several particulars therein mentioned, and they are to remain firm for ever without any alteration. In testimony of which we do hereunto set our hands and seals in the presence of Almighty God, in the noble City of Tunis, the 30th day of August, old stile, and the year of our Lord Jesus Christ 1716, being the 26th day of the Moon Ramadan, and the year of the Hegira 1128.

Signed J. BAKER, (L.S.) (L.S.) (L.S.) (L.S.)

Treaty between
Great Britain
and Tunis.
Signed at Bardo,
19th October
1751. (1)

TREATY OF PEACE AND COMMERCE between the Most Serene and Mighty Prince George the Second, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Christian Faith, Duke of Brunswick and Lunenburg, Arch-Treasurer and Elector of the Holy Roman Empire, &c. &c. &c. and the Most Excellent and Illustrious Lord Ali Pasha, Begler Bey and Supreme Commander of the State of Tunis, renewed, agreed on, and confirmed by the Honourable Augustus Keppel, Commander in Chief of His Britannic Majesty's ships and vessels in and about the Mediterranean Seas, and Charles Gordon, Esq. His said Serene Majesty's Agent and Consul-General to the State of Tunis, furnished with His Majesty's full powers for that purpose.

1. That all former grievances and losses, and other pretences between both Parties, shall be void and of no effect; and from henceforward there shall be a firm Peace for ever, and free trade and commerce, between His Britannic Majesty's subjects, and the people of the Kingdom of Tunis, and Dominions thereunto belonging: but this Article shall not cancel or make void any just debt, either in commerce or otherwise, between the subjects on both sides, but the same may be demanded and recovered as before.

2. That the ships of either party shall have free liberty to enter into any Port or river belonging to the Dominions of the other, where they shall pay duties only for what they sell, and, for the rest, may freely export it again without molestation; and shall enjoy all other accustomed privileges; and the late exaction that hath been at the Goletta and the Marine shall be reduced to the ancient customs in those cases.

3. That there shall not be any seizure made of any of the ships of either Party, either at sea or in port, but they shall pass without any interruption,

they displaying their colours; and to prevent any misunderstandings, the ships of Tunis shall be furnished with certificates, under the hand and seal of the British Consul, of their belonging to Tunis, which they are to produce on meeting with any English ship, on board of whom they shall have liberty of sending two men only, peaceably to satisfy themselves of their being English, who, as well as any passengers of other nations they may have on board, shall go free, both them and their goods.

4. That if an English ship receive on board any goods or passengers belonging to the Kingdom of Tunis, they shall be bound to defend them and their goods so far as lieth in their power, and not deliver them unto their enemies; and the better to prevent any unjust demands being made upon the Crown of Great Britain, and to avoid disputes and differences that might arise, all goods and merchandize that shall from henceforward be shipped by the subjects of Tunis, either in this Port or in any other whatsoever, on board the ships or vessels belonging to Great Britain, shall be first entered in the office of Cancellaria, before the British Consul residing at the respective port, expressing the quantity, quality, and value of the goods so shipped, which the said Consul is to manifest in the clearance given to the said ship or vessel before she departs; to the end that if any cause of complaint should happen hereafter, there may be no greater claim made on the British nation than by this method shall be proved to be just and equitable.

5. That if any of the ships of either party shall by accident of foul weather, or otherwise, be cast away upon any of the coasts belonging to the other, the persons shall be free, and the goods saved and delivered to the proprietors thereof.

6. That the English which do at present, or shall at any time hereafter inhabit in the City or Kingdom of Tunis, shall have free liberty, when they please, to transport themselves, with their families and children, although born in the country.

7. That the people belonging to the Dominions of either Party shall not be abused with ill language, or otherwise ill treated, but the parties so offending shall be punished severely according to their deserts.

8. That the Consul or any other of the English nation residing in Tunis, shall not be obliged to make their addresses, in any difference, unto any Court of Justice, but to the Bashaw himself, from whom only they shall receive judgment, in case the difference should happen between a subject of Great Britain and another of this Government, or any other Foreign nation; but if it should be between two of His Britannic Majesty's subjects, then it is to be decided by the British Consul only.

9. That neither the English Consul, nor any other of His Majesty's subjects, shall be liable to pay the debts of any other of the nation, unless particularly bound thereto under his own hand.

10. That whereas the Island of Minorca in the Mediterranean Sea, and the City of Gibraltar in Spain, do now belong to His Majesty the King of Great Britain; it is hereby agreed and fully concluded, that from this time forward, for ever, the said Island of Minorca shall be esteemed (as likewise Gibraltar) by the Government of Tunis, to be, in every respect, part of His Britannic Majesty's Dominions, and the inhabitants thereof shall be looked upon as His Majesty's natural-born subjects, in the same manner as if they had been born in any other part of Great Britain; and they, with their ships and vessels wearing British colours, shall be permitted freely to trade

and traffic in any part of the Kingdom of Tunis, and shall pass, without any molestation whatsoever, either on the seas or elsewhere, in the same manner, and with the same freedom and privileges, that have been stipulated in this and all former Treaties in behalf of the British nation and subjects.

11. That the better and more firmly to maintain the good correspondence and friendship that have been so long and happily established between the Crown of Great Britain, and the Government of Tunis, it is hereby agreed and concluded by the Parties before mentioned, that none of the ships and vessels belonging to Tunis, or the Dominions thereof, shall be permitted to cruize or look for prizes, of any nature whatsoever, before or in sight of the aforesaid City of Gibraltar, or any of the Ports in the Island of Minorca, to hinder or molest any vessels bringing provisions and refreshments for His Britannic Majesty's troops and garrisons in those places, or to give any disturbance to the trade and commerce thereof; and if any prize shall be taken by the ships or vessels of Tunis, within the space of ten miles of the aforesaid places, she shall be restored without any contradiction.

12. That all ships of war belonging to the Dominions of either Party, shall have free liberty to use each other's ports, for washing, cleaning, and repairing any their defects, and to buy and ship off any sort of victuals, alive or dead, or any other necessaries, at the price the natives buy at in the market, without paying custom to any officer. And whereas His Britannic Majesty's ships of war do frequently assemble and harbour in the port of Mahon, in the Island of Minorca; if at any time they or His Majesty's troops in garrison there, should be in want of provisions, and should send from thence to purchase supplies in any part of the Dominions belonging to Tunis, they shall be permitted to buy cattle, alive or dead, and all other kinds of provision, at the prices they are sold in the market, and shall be suffered to carry it off without paying duty to any officer, in the same manner as if His Majesty's ships were themselves in the port.

13. That in case any ships of war belonging to the Dominions of Tunis, shall take in any of their enemy's ships, any Englishmen serving for wages, they are to be made slaves; but if merchants or passengers, they are to be made slaves; but if merchants or passengers, they are to enjoy their liberty and goods free.

14. That if any slave of Tunis should make his escape from thence, and get on board an English man-of-war, the said slave shall be free, and neither the English Consul, nor any of his nation, shall in any manner be questioned about the same.

15. That the better to prevent any disputes that may hereafter arise between the two Parties about salutes and public ceremonies, it is hereby agreed and concluded, that whenever any flag officer of Great Britain shall arrive in the Bay of Tunis in any of His Majesty's ships of war, there shall be shot off from the castles of the Goletta, or other the nearest fortifications belonging to Tunis, a number of guns according to custom, as a royal salute to His British Majesty's colours, and the same number shall be returned in answer thereto by His Majesty's ships; and it is hereby stipulated and agreed, that all ceremonies of honour shall be allowed to the British Consul who resides here, to represent equal in every respect His Majesty's person, to any other nation whatsoever, and no other Consul in the Kingdom to be admitted before him in precedence.

16. That the subjects of His most Sacred Majesty of Great Britain, &c. either residing in or trading to the Dominions of Tunis, shall not for the time to come pay any more than 3 per cent. custom, on the value of the

goods or merchandize which they shall either bring into or carry out of the Kingdom of Tunis.

17. It is moreover agreed, concluded and established, that at whatsoever time it shall please the Government of Tunis, to reduce the customs of the French nation to less than they pay at present, it shall always be observed, that the British customs shall be 2 per cent. less than any agreement that shall for the future be made with the said French, or that shall be paid by the subjects of France.

18. It is moreover agreed, concluded, and established, that in case any British ship or ships, or any of the subjects of His Majesty of Great Britain, shall import at the port of Tunis, or any port of this Kingdom, any warlike stores, as cannons, muskets, pistols, cannon powder, or fine powder, bullets, masts, anchors, cables, pitch, tar, or the like ; as also provisions, viz. wheat, barley, beans, oats, oil, or the like, for the said kinds of merchandize they shall not pay any sort of duty or custom whatever.

19. That in case a war should happen between His Britannic Majesty and any other state or nation whatever, the ships of Tunis shall not in any sort afford assistance to the enemies of His Majesty or His subjects.

20. That if an Englishman kills a Turk, he shall be judged before the Caddi of the place, according to justice : if he is found guilty of the crime, he shall be punished with death ; but if he escape, the Consul shall not be molested, or called upon for that account ; and the Consul shall always have timely notice, that he may have an opportunity of being present at the trial.

21. That if at any time a war or rupture happen between the two Contracting Powers, the English Consul and his nation may freely depart with all their goods and effects ; and this Article is to be reciprocal for the subjects of Tunis.

22. That whereas Gibraltar and the Island of Minorca do belong to His Britannic Majesty, if at any time any of the cruizers of Tunis should meet with any vessels of the said places, under English colours, furnished with proper passports, they shall be treated in all respects like other English ships, provided that there be no more than one-third part of the ship's company who are not subjects of His said Majesty ; for, in such case, they (the said strangers) shall be deemed as prisoners : but it is allowed to embark as many merchants or passengers as they see good, be they of what nation soever ; and if at any time a Tunis man of war shall take a ship from their enemies, on board of which may happen to be any English subjects, they shall be immediately released, with all their goods and merchandize, provided always that they be provided with proper passports ; and this Article is to be observed reciprocally on the part of the English.

23. That if any British ships or vessels meet with any of the ships or vessels belonging to the State of Tunis, and there should be any injury or offence given by either side, justice being properly demanded shall be immediately done, and the aggressor shall be severely punished, without it occasioning any breach or war.

24. That His Britannic Majesty's subjects shall be always treated, by the State of Tunis, with the highest degree of respect, love, and honour, because the English, of all other Powers, are their first and best friends.

25. That new Mediterranean Passes shall be issued out and given to His said Majesty's trading subjects, with all convenient speed ; and that the time

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for the continuance of the old Passes, for the ships in the Indies and remote parts, shall be three years ; and for all other ships and vessels, one year ; to commence from the delivery of the counter-tops of the new Passes at Algiers ; of which His Majesty's Consul here shall give the earliest notice to this State ; and it is hereby expressly agreed and declared, that the said new Passes shall, during the abovementioned spaces of time of three years and one year, be of full and sufficient force and effect to protect all ships and vessels of His said Majesty's subjects, who shall be provided with the same.

26. That all packets bearing His Britannic Majesty's Commission, which shall be met by any of the cruizers of Tunis, shall be treated with the same respect as His Majesty's ships of war ; and all due respect shall be paid to His Majesty's Commission, and both at meeting and parting they shall be treated as friends ; and if any of the cruizers of Tunis commit the least fault or violence against them, the Captains or Raizes so offending, shall, on their arrival at Tunis, and proper complaint being made of them, be most severely punished, without admitting of their excuses.

All the preceding Articles of this Treaty, having been approved of and agreed to, are hereby ratified, renewed, and confirmed, between His Most Sacred Majesty the King of Great Britain, &c. and the Most Illustrious Lord Ali Pasha, Begler Bey and Supreme Commander of the State of Tunis, which let no one presume to infringe or violate. Dated in the presence of Almighty God, at the Palace of Bardo, near Tunis, this 19th day of October 1751, according to the Christian computation ; and of the Turkish Hegira 1164, the 10th day of the Moon Zil Hadgi Sherissay.

Signed A. KEPPEL, (L.S.)
CHA. GORDON, (L.S.)

Treaty between
Great Britain
and Tunis.
Signed at Bardo,
22d June 1762.

ARTICLES OF PEACE AND COMMERCE between the most Serene and Mighty Prince, George the Third, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Christian Faith, Duke of Brunswick and Lunenburg, Arch-Treasurer and Prince Elector of the Holy Roman Empire, &c. &c. &c. and the Most Excellent and Illustrious Lord Ally, Bashaw, Bey and Supreme Commander of the State of Tunis ; renewed, concluded, ratified, and confirmed, by His Excellency Archibald Cleveland, Esq. His Britannic Majesty's Ambassador to the Emperor of Fez and Morocco ; and furnished with His Majesty's full Powers for renewing the Treaties with all the other Barbary States.

1. In the first place, it is agreed and concluded, that, from this day and for ever, the Peace made by the Honourable Augustus Keppel, Commander in Chief of His Britannic Majesty's ships and vessels in and about the Mediterranean, and Charles Gordon, Esq. His said Serene Majesty's Agent and Consul General to the State of Tunis, with the late Most Excellent and Illustrious Lord Ali Pasha, Begler Bey and Supreme Commander of the said State, concluded and signed in the Palace of Bardo, near Tunis, on the 19th day of October 1751, be hereby renewed, ratified, and confirmed : and that the ships and other vessels, and the subjects and people of both sides, shall not henceforward do to each other any harm, offence, or injury, either in word or deed ; but shall treat one another with all possible respect and friendship.

2. That His Britannic Majesty's Consul living in Tunis shall for ever hereafter be allowed the liberty of chusing his own broker and druggerman,

who shall be a real Turk, and to exchange them when, and as often, as he shall think fit.

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3. That if any ships or vessels of Christian nations in enmity with the King of Great Britain, &c. shall at any time hereafter be met with or found upon the coast of the Kingdom of Tunis, either at anchor or otherwise, and not within the reach of cannon-shot of the shore, that it shall and may be lawful for any of His Britannic Majesty's ships or vessels of war, or any English privateers, or letters-of-marque, to take and seize as prizes any such ships or vessels so met with, or found as aforesaid; and shall also be suffered to bring the said prizes into any port, road, or harbour, of the Kingdom of Tunis; and to dispose of the whole or any part thereof, or otherwise to depart with such captures, without the least hindrance or molestation whatsoever.

4. And lastly, it is agreed, that if at any time hereafter His Britannic Majesty shall be at war with any Mahometan Prince or State, and any ships or vessels belonging to subjects of such Prince or State shall be met with by any of His Britannic Majesty's ships or vessels of war, or by any ships or vessels of His Majesty's subjects, within sight of any part of the coast of the Kingdom of Tunis, that they shall be suffered to pass free and unmolested.

Confirmed and sealed in the Palace of Bardo, near Tunis, in the presence of Almighty God, the 22d day of June, in the year of our Lord Jesus Christ 1762, and in the year of the Hegira 1175, and the last day of the Moon Zilcade.

Signed ARCH. CLEVELAND, (L.S.)

In the name of the All-Powerful God. His Most Serene Highness Hamuda, Bashaw Bey, Prince of the Princes of Tunis, the well guarded City and the abode of happiness; and Thomas Francis Freemantle, Esq. Rear-Admiral of the Blue, in the service of His Britannic Majesty, furnished with full Powers:

Treaty between
Great Britain
and Tunis.
Signed at Bardo,
2d May 1812.

Being mutually animated with the desire of putting an end to the recent reiterated complaints, made in consequence of various violations committed by private ships of war, against the rights of the Neutrality of this Regency, and being also desirous of giving reciprocal proofs of the harmony and good Faith which happily subsist between the Government of His Britannic Majesty, and that of His Highness the Bashaw Bey, have agreed on and established that which follows;

1. The private ships of war of the belligerent Powers, by reason of bad weather or want of provisions, or in consequence of being chased by an enemy, shall be permitted to take refuge in Tunis, or in any other port of the Kingdom whatsoever. — Being provided with the necessary provisions, the affairs and accounts, which they may in consequence have, being settled, and the danger apprehended from the enemy having ceased, they shall be obliged to depart without the least delay. Neither shall they be able, under whatsoever pretext it may be, to augment the number of their crews, arms, and other ammunition with which they shall have entered, nor in any way be permitted to disturb the free and secure access of ships, of any nation whatever, to the ports, bays, and coasts of the Regency.

2. The private ships of war of the belligerent Powers shall not make sail from any port, place, or part of the coast belonging to the Regency, until twenty-four hours after the departure of all vessels belonging to Powers with which they may be in war. Nor shall they depart, even after that period of

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time, if any ship should be in sight of a port, bay, or shore of this Regency, detained by calms, contrary wind, or any other inevitable circumstance.

3. And lastly, it is agreed and established, in virtue of the present Treaty, that His Most Serene Highness Hamuda, Bashaw Bey, being desirous to maintain inviolably the neutrality of His Kingdom, shall not permit nor tolerate, in any part of the Dominions of the Regency of Tunis, the sale of any prize, or merchandize of any prize, whatsoever, which shall have belonged, or may belong to the French or to the English.

Done in duplicate, and signed by both parties, at the Palace of Bardo, the 20th day of the Moon Rebia Jeni, of the year of the Hegira 1227, and the 2d day of the month of May 1812, of the Christian *Æra*.

Signed **THOMAS FRANCIS FREEMANTLE.**

Signed **VAL. ROBINSON, Vice-Consul.**

**Treaty between
Great Britain
and Tunis.
Signed at Bardo,
17th April 1816.**

In the Name of God Almighty. The Great Allied Powers of Europe having placed the United States of the Ionian Islands, viz. — Corfu, Cephalonia, Zante, Maura, Ithaca, Cerigo, and Paxo, with their Dependencies, in all their various interests, under the immediate and exclusive protection of His Majesty the King of the United Kingdom of Great Britain and Ireland, His Heirs and Successors; the following Articles, between His Royal Highness the Prince Regent, acting in the name and on the behalf of His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Most Serene Highness Mahmoud Bashaw, Chief Bey of Tunis, the well guarded City and the abode of happiness, are concluded by the Right Honourable Edward Baron Exmouth, Knight Grand Cross of the Most Honourable Military Order of the Bath, Admiral of the Blue Squadron of His Britannic Majesty's fleet, and Commander in Chief of His said Majesty's ships and vessels employed in the Mediterranean.

1. The inhabitants of the Ionian Islands are hereby fully recognized and acknowledged by His Highness the Bey of Tunis, as British subjects, and entitled as such to all the rights and security which British subjects now enjoy; and it is hereby stipulated that their flag and commerce shall be henceforward respected as such, accordingly, in all their various interests.

2. In the event of any misunderstanding between His Highness the Bey of Tunis or His subjects, and the subjects of the Ionian Islands, the cause of such misunderstanding shall be referred to His Britannic Majesty, who charges Himself with procuring redress upon any just complaint His Highness the Bey may have to make, against the said Ionian States and subjects, as if they were to all intents and purposes British-born subjects.

3. His Highness the Bey of Tunis, in recognizing the inhabitants of the said Ionian Islands as British subjects, hereby engages to release immediately without ransom, and deliver to persons authorized to receive them, all captives now in the City and Kingdom of Tunis, being subjects of the Ionian Islands, under whatever circumstances they may have been taken; and any of the inhabitants of the said Islands that may hereafter be brought into the Kingdom of Tunis, from the signing of the present Treaty, shall be immediately given up, with all their goods and chattels, to the British Consul.

4. Serious complaints having been made of the Barbary cruizers entering on board ships they speak at sea, (under British protection,) with a greater number of men than is allowed by Treaty, and destroying the ship's papers, to the great injury of the owners; with a view of preventing the recurrence of such serious complaints, His Highness the Bey of Tunis hereby engages

to give the most positive orders, and adopt measures, to prevent such practices in future, under the severest punishment of the offenders. The oath of the Master, and two other persons of the crew, shall be sufficient proof of the fact; and for the punctual performance of this Article, the Reis, or Captain, of any cruizer so offending, shall be answerable for the conduct of his officers and crew, but should any ship so boarded come into the port or territory of Tunis, the complaint shall be heard and determined by regular examination before the Bey, in the presence of the Consul.

5. His Highness the Bey of Tunis hereby further engages to recognize the flag of the Kingdom of Hanover, on the same footing as those of other countries belonging to the Sovereignty of His Britannic Majesty, and as such entitled to the rights and securities enjoyed by the flag and subjects of Great Britain, in all their various interests.

6. With a view to avoid the various disputes which have lately arisen on the subject of official correspondence, His Highness the Bey of Tunis promises to afford written replies, to any important communications which the British Consul shall find it expedient from time to time to make to him in his Consular capacity, according to the ancient custom of the country.

7. In order to prevent any discussion hereafter as to the disposal of prize property, it is agreed by His Highness the Bey, that no prizes, taken from Great Britain, shall be sold or disposed of in the Port or Kingdom of Tunis, and the strictest neutrality of the Port of Tunis is to be rigidly observed.

Done in duplicate, in the Palace of Bardo, near Tunis, in the presence of Almighty God, the 17th day of April, in the year of Jesus Christ 1816, and the year of the Hegira 1231, and the 19th day of the Moon Jumed Ouell.

Signed RICHARD OGLANDER, Signed EXMOUTH.
Agent and Consul General.

The Articles in the foregoing Treaty being written in the Turkish language, which Lord Exmouth has not been able to get translated correctly, it is hereby agreed between the Contracting Parties that, in the event of any misunderstanding or misconception of the said Articles, the same shall be explained by the true meaning and signification of the Articles, as expressed in the English language, whatever may be the deviation in the Turkish translation. General Additional Article.

Done in the Palace of Bardo, near Tunis, the 17th day of April 1816, and in the year of the Hegira 1231.

Signed EXMOUTH, Admiral, &c.

Declaration of His Highness Mahmoud Bashaw, Chief Bey of Tunis, the well guarded City and the abode of happiness, made and concluded with the Right Honourable Edward Baron Exmouth, Knight Grand Cross of the Most Honourable Military Order of the Bath, Admiral of the Blue Squadron of His Britannic Majesty's fleet, and Commander in Chief of His said Majesty's ships and vessels in the Mediterranean. Declaration of the Bey of Tunis. Signed at Bardo, 17th April 1816.

In consideration of the deep interest manifested by His Royal Highness the Prince Regent of England, for the termination of Christian slavery; His Highness the Bey of Tunis, in token of his sincere desire to maintain inviolable his friendly relations with Great Britain, and in manifestation of his amicable disposition and high respect towards the Powers of Europe, (with all of whom he is desirous to establish peace,) declares, that in the event of a future war with any European Power, (which God forbid,) that none of the

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prisoners made on either side shall be consigned to slavery, but treated with all humanity, as prisoners of war, until regularly exchanged according to European practice in like cases; and that at the termination of hostilities, they shall be restored to their respective countries without ransom.

Done in duplicate in the Palace of Bardo, near Tunis, in the presence of Almighty God, the 17th day of April, in the year of Jesus Christ 1816, and in the year of the Hegira 1231, and the 19th day of the Moon Jumed Ouell.

Signed RICHARD OGLANDER, Signed EXMOUTH.
Agent and Consul General.

Declaration of
the Bey of Tunis,
Signed at Bardo,
19th Oct. 1817.

We, Sidi Mahmoud Bashaw, Bey of Tunis, &c. &c. &c.

Do by these presents, sincerely promise and declare, that such orders shall for the future be given to the Commanders of all our ships and vessels, that, under a severe penalty, and our utmost displeasure, they shall not enter into the Channel of England, or the narrow seas thereof, nor cruize or exercise in any manner, in sight of any part of the Dominions of His Majesty the King of Great Britain and Ireland, or in any way disturb the Peace or Commerce of the same; except in cases of necessity, such as stress of weather or want of provisions, or on being pursued by any of their enemies, when they shall be allowed to enter for security.

The above Article is understood to have no reference to the Commerce of Tunis.

Bardo, the 8th day of the Hegira 1232, and the 19th of October 1817, of the Christian Æra.

Seal
of the
Bey.

Accepted on the part of His Majesty's Government, under the directions from His Excellency Lieutenant-General Sir Thomas Maitland, Governor of Malta.

Signed R. C. SPENCER.
FRED. HANKEY.
RICH. OGLANDER.

ALGIERS. (1)

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ALGIERS.

Treaty between
Great Britain
and Algiers.
Signed at Algiers,
10th April
1682. (2)

ARTICLES OF PEACE AND COMMERCE between the Most Serene and Mighty Prince Charles the Second, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lords, the Bashaw, Dey, Aga, and Governors of the famous City and Kingdom of Algiers, in Barbary; concluded by Arthur Herbert, Esquire, Admiral of His Majesty's Fleet in the Mediterranean Seas, on the Tenth day of April, old stile, 1682.

1. In the first place it is agreed and concluded, that from this day, and for ever forwards, there be a true, firm and inviolable peace between the most Serene King of Great Britain, France and Ireland, Defender of the

(1) As to Treaties between Great Britain and Algiers in particular, and the decisions upon them, see ante vol. 1.

(2) Renewed by the Treaty of 18th March 1729.

Christian Faith, &c. and the most illustrious Lords, the Bashaw, Dey, Aga, and Governors of the City and Kingdom of Algiers, and between all the Dominions and subjects of either side, and that the ships or other vessels, and the subjects and people of both sides shall not henceforth do to each other any harm, offence or injury, either in word or deed, but shall treat one another with all possible respect and friendship.

2. That any of the ships, or other vessels, belonging to the said King of Great Britain, or to any of His Majesty's subjects, may safely come to the port of Algiers, or to any other port or place of that kingdom, there freely to buy and sell, paying the usual customs of ten per cent. as in former times, for such goods as they sell; and the goods they sell not, they shall freely carry on board without paying any duties for the same; and that they shall freely depart from thence whensoever they please, without any stop or hindrance whatsoever. As to contraband merchandizes, as powder, brimstone, iron, planks, and all sorts of timber fit for building of ships, ropes, pitch, tar, fusils, and other habiliments of war, His said Majesty's subjects shall pay no duty for the same to those of Algiers.

3. That all ships, and other vessels, as well those belonging to the said King of Great Britain, or to any of His Majesty's subjects, as those belonging to the Kingdom or people of Algiers, shall freely pass the seas, and traffic without any search, hindrance or molestation from each other; and that all persons or passengers, of what country soever, and all monies, goods, merchandises, and moveables, to whatsoever people or nation belonging, being on board of any of the said ships or vessels, shall be wholly free, and shall not be stopped, taken or plundered, nor receive any harm or damage whatsoever from either party.

4. That the Alger ships of war, or other vessels, meeting with any merchants' ships, or other vessels, of His said Majesty's subjects, not being in any of the seas appertaining to His Majesty's dominions, may send on board one single boat, with two sitters only, besides the ordinary crew of rowers, and that no more shall enter any such merchant ship or vessel, without express leave from the commander thereof, but the two sitters alone; and that upon producing a pass under the hand and seal of the Lord High Admiral of England and Ireland, or of the Lord High Admiral of Scotland, for the said kingdoms respectively, or under the hands and seals of the commissioners for executing the office of Lord High Admiral of any of the said kingdoms, that the said boat shall presently depart, and the merchant ship or vessel shall proceed freely on her voyage, and that although, for the space of fifteen months next ensuing after the conclusion of this peace, the said commander of the merchant ship or vessel produce no such pass, yet if the major part of the seamen of the said ship or vessel be subjects of the said King of Great Britain, the said boat shall immediately depart, and the said merchant ship or vessel shall freely proceed on her voyage; but that after the said fifteen months, all merchants' ships, or vessels, of His said Majesty's subjects shall be obliged to produce such a pass as aforesaid. And any of the ships of war, or other vessels, of His said Majesty, meeting with any ships, or other vessels, of Algiers, if the commander of any such Alger ship, or vessel, shall produce a pass firm'd by the chief governors of Algiers, and a certificate from the English Consul living there, or if they have no such pass, or certificate, yet if, for the space of fifteen months next ensuing the conclusion of this peace, the major part of the ship's company be Turks, Moors, or slaves belonging to Algiers, then the said Alger ship or vessel shall proceed freely; but that, after the said fifteen months, all Alger ships, or vessels, shall be obliged to produce such a pass and certificate as aforesaid.

5. That no commander, or other person, of any ship or vessel of Algiers, shall take out of any ship or vessel of His said Majesty's subjects, any person or persons whatsoever, to carry them any where to be examined, or upon any other pretence; nor shall they use any torture or violence to any person of what nation or quality soever, being on board any ship, or vessel, of His Majesty's subjects, upon any pretence whatsoever.

6. That no shipwreck belonging to the said King of Great Britain, or to any of His Majesty's subjects, upon any part of the coast belonging to Algiers, shall be made or become prize, and that neither the goods thereof shall be seized, nor the men made slaves; but that all the subjects of Algiers shall do their best endeavours to save the said men and their goods.

7. That no ship, nor any other vessel of Algiers, shall have permission to be delivered up, or go to Sally, or any place in enmity with the said King of Great Britain, to be made use of as corsairs, or sea-rovers, against His said Majesty's subjects.

8. That none of the ships, or other smaller vessels of Algiers, shall remain cruising near or in sight of His Majesty's city and garrison of Tangier, or of any other of His Majesty's roads, havens or ports, towns and places, nor any ways disturb the peace and commerce of the same.

9. That if any ship or vessel, of Tunis, Tripoli, or Sally, or of any other place, bring any ships, vessels, men or goods belonging to any of His said Majesty's subjects, to Algiers, or to any port or place in that kingdom, the governors there shall not permit them to be sold within the territories of Algiers.

10. That if any of the ships of war of the said King of Great Britain do come to Algiers, or to any other port or place of that kingdom, with any prize, they may freely sell it, or otherwise to dispose of it at their own pleasure, without being molested by any: and that His Majesty's said ships of war shall not be obliged to pay customs in any sort; and that if they shall want provisions, victuals, or any other things, they may freely buy them at the rates in the market.

11. That when any of His said Majesty's ships of war shall appear before Algiers, upon notice thereof given by the English Consul, or by the commander of the said ships, to the chief governors of Algiers, public proclamation shall be immediately made to secure the Christian captives; and if, after that, any Christians whatsoever make their escape on board any of the said ships of war, they shall not be required back again, nor shall the said consul or commander, or any other His Majesty's subjects, be obliged to pay any thing for the said Christians.

12. That from and after the time that the ratification of this Treaty by the King of Great Britain shall be delivered to the chief governors of Algiers, no subjects of His said Majesty shall be bought or sold, or made slaves in any part of the Kingdom of Algiers, upon any pretence whatsoever. And the said King of Great Britain shall not be obliged, by virtue of this Treaty of Peace, to redeem any of His subjects now in slavery, or who may be made slaves before the said ratification; but it shall depend absolutely upon His Majesty, or the friends and relations of the said persons in slavery, without any limitation or restriction of time, to redeem such, and so many of them, from time to time, as shall be thought fit, agreeing of as reasonable a price as may be, with their patrons or masters, for their redemption, without obliging the said patrons or masters, against their wills, to set any at liberty, whether they be slaves belonging to the Beylicque or Gally, or such as be-

long to the Bashaw, Dey, Governor, Aga, or any other persons whatsoever. And all slaves, being His Majesty's subjects, shall, when they are redeemed, enjoy the advantage and benefit of abatements of the duty due to the royal house, and of the other charges, by paying such reasonable sums as any slaves of other nations usually pay when they are redeemed.

13. That if any subject of the said King of Great Britain happen to die in Algiers, or in any part of its territories, his goods or monies shall not be seized by the Governors, Judges, or other officers of Algiers (who shall likewise make no enquiry after the same) but the said goods or monies shall be possessed or received by such person or persons whom the deceased shall by his last will have made his heir or heirs, in case they be upon the place where the testator deceased. But if the heirs be not there, then the executors of the said will, lawfully constituted by the deceased, shall, after having made an inventory of all the goods and monies left, take them into their custody without any hindrance, and shall take care the same be remitted by some safe way, to the true and lawful heirs; and in case any of His said Majesty's subjects happen to die, not having made any will, the English Consul shall possess himself of his goods and monies upon inventory, for the use of the kindred and heirs of the deceased.

14. That no merchants, being His Majesty's subjects, and residing in or trading to the City and Kingdom of Algiers, shall be obliged to buy any merchandizes against their wills; but it shall be free for them to buy such commodities as they shall think fit, and no captain or commander of any ship or vessel belonging to His said Majesty's subjects shall be obliged against his will to lade any goods to carry them, or make a voyage to any place he shall not have a mind to go to; and neither the English Consul, nor any other subject of the said King, shall be bound to pay the debts of any other of His Majesty's subjects, except that he or they become sureties for the same by a public act.

15. That the subjects of His said Majesty in Algiers, or its territories, in matter of controversy, shall be liable to no other jurisdiction but that of the Dey or Duan, except they happen to be at difference between themselves, in which case they shall be liable to no other determination but that of the Consul only.

16. That in case any subject of His said Majesty being in any part of the Kingdom of Algiers, happen to strike, wound, or kill a Turk or a Moor, if he be taken, he is to be punished in the same manner, and with no greater severity than a Turk ought to be, being guilty of the same offence; but if he escape, neither the said English Consul, nor any other of His said Majesty's subjects, shall be in any sort questioned and troubled therefore.

17. That the English Consul now, or at any time hereafter living in Algiers, shall be there at all times with entire freedom and safety of his person and estate, and shall be permitted to choose his own druggerman and broker, and freely to go on board any ships in the road, as often and when he pleases, and to have the liberty of the country; and that he shall be allowed a place to pray in, and that no man shall do him any injury in word or deed.

18. That not only during the continuance of this peace and friendship, but likewise if any breach of war happen to be hereafter between the said King of Great Britain and the Kingdom of Algiers, the said English Consul, and all other His said Majesty's subjects inhabiting in the Kingdom of Algiers, shall always, and at all times, both of peace and war, have full and absolute liberty to depart and go to their own or any other country, upon

any ship or vessel, of what nation soever they shall think fit; and to carry with them all their estates, goods, families and servants, without any interruption or hindrance.

19. That no subject of His said Majesty, being a passenger, and coming or going with his baggage, from or to any port, shall be any way molested or meddled with, although he be on board any ship or vessel in enmity with Algiers; and in like manner no Algerine passenger being on board any ship or vessel in enmity with the said King of Great Britain, shall be any way molested, whether in his person, or in his goods which he may have laden on board the said ship or vessel.

20. That at all times when any ship of war of the king of Great Britain's, carrying His said Majesty's flag at the main topmast head, shall appear before Algiers, and come to an anchor in the roads; that immediately after notice thereof given by His said Majesty's Consul, or officer, from the ship unto the Dey and Government of Algiers, they shall, in honour to His Majesty, cause a salute of one and twenty cannon to be shot off from the castles and forts of the city, and that the said ship shall return an answer by shooting off the same number of cannon.

21. That presently after the signing and sealing of these Articles, by the Bashaw, Dey, Aga, and Governors of Algiers, all injuries and damages sustained on either part shall be quite taken away and forgotten, and this peace shall be in full force and virtue, and continue for ever. And for all depredations and damages that shall be afterwards committed or done by either side, before notice can be given of this peace, full satisfaction shall immediately be made, and whatsoever remains in kind, shall be instantly restored.

22. That in case it shall happen, hereafter, that any thing is done or committed contrary to this Treaty, whether by the subjects of the one or the other party; the Treaty, notwithstanding, shall subsist in full force, and such contraventions shall not occasion the breach of this peace, friendship, and good correspondence; but the party injured shall amicably demand immediate satisfaction for the said contraventions before it be lawful to break the peace; and if the fault was committed by any private subjects of either Party, they alone shall be punished as breakers of the peace, and disturbers of the public quiet. And our faith shall be our faith, and our word our word.

Confirmed and sealed in the presence of Almighty God, the 10th day of April, in the year of our Lord Jesus Christ 1682, and in the year of the Hegira 1093, and the 11th day of the Moon Abril.

Signed

ARTHUR HERBERT.

Article concerning Passes.

Whereas on the 10th day of April 1682, there was a Treaty of Peace concluded between the Most Serene King of Great Britain, France, and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lords the Bashaw, Dey, Aga, and Governors of the City and Kingdom of Algiers, to which Treaty there was annexed a form of Passes for the ships belonging to the subjects of the said King of Great Britain; it is hereby agreed and expressly declared, that the said form annexed to the said Treaty being no part thereof, the Lords High Admirals or Commissioners of the Admiralty of His said Majesty's Dominions, are at full liberty, in giving the said Passes, to use the form of words hereunto annexed, which shall be good and sufficient to all intents and purposes.

Confirmed and sealed, in the presence of Almighty God, the 5th day of March, in the year of our Lord Jesus Christ 1683, being in the year of the Hegira 1094, and the 17th day of the Moon Moolout.

Suffer the Ship

to pass with her company, passengers, goods, and merchandizes, without any let, hindrance, seizure, or molestation, the said ship appearing unto me (or us) by good testimony, to belong to the subjects of our Sovereign Lord the King, and to no foreigners, Given under my hand (or our hands) and the seal of my (or our) office of Admiral, at the day of in the year of our Lord

To all persons whom these may concern.

By command of

NOTE.—That the late Commission of the Admiralty of England having been determined, and the administration of the affairs thereof (and particularly that of signing Passes) taken into His Majesty's own Royal Hand, the form of the forementioned Pass has received the following alterations, viz.

James the Second, by the Grace of God, King of England, Scotland, France, and Ireland, Defender of the Faith, &c.

To all persons whom these may concern, greeting.

Suffer the Ship

to pass with her company, passengers, goods, and merchandizes, without any let, hindrance, seizure, or molestation; the said ship appearing unto us by good testimony to belong to our subjects, and to no foreigner. Given under our Sign Manual, and the Seal of our Admiralty, at our Court at this day of in the year of our Lord

James R.

By His Majesty's command,
Signed

ARTICLES OF PEACE AND COMMERCE between the Most Serene and Mighty Prince, James the Second, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lords, the Doulet, G. Bashaw, Aga, and Governors of the famous City and Kingdom of Algiers, in Barbary, ratified and confirmed by Sir William Soame, Baronet, His Majesty's Ambassador to the Grand Signior, on the 5th of April, O.S. 1686.

Treaty between Great Britain and Algiers. Signed at Algiers, 5th April 1686. (1)

1. In the first place it is agreed and concluded, that from this day and for ever forwards, the peace made by Arthur Herbert, Esq. Admiral of His Majesty's fleet in the Mediterranean, be renewed and confirmed, and kept inviolable between the Most Serene King of Great Britain, France, and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lords the Doulets, Bashaw, Aga, and Governors of the City and Kingdom of Algiers, and between all the dominions and subjects of either side; and that the ships and other vessels, and the subjects and people of both sides, shall not from henceforth do to each other any harm, offence, or injury, either in word or deed, but shall treat one another with all possible respect and friendship; and that all demands and pretensions whatsoever to this day, between both parties, shall cease and be void.

2. That any of the ships or other vessels belonging to the said King of Great Britain, or to any of His Majesty's subjects, may safely come to the port of Algiers, or to any other port or place of that Kingdom, there freely to buy and sell, paying the usual customs of 10 per cent. as in former times,

(1) Renewed by the Treaty of 18th March 1729.

for such goods as they sell; and the goods they sell not, they shall freely carry on board without paying any duties for the same, and that they shall freely depart from thence whensoever they please, without any stop or hindrance whatsoever. As to contraband merchandizes, as powder, brimstone, iron, planks, and all sorts of timber fit for building of ships, ropes, pitch, tar, fusils, and other habiliments of war, His said Majesty's subjects shall pay no duty for the same to those of Algiers.

3. That all ships and other vessels, as well those belonging to the King of Great Britain, or to any of His Majesty's subjects, as those belonging to the Kingdom or people of Algiers, shall freely pass the seas, and traffic without any search, hindrance, or molestation from each other; and that all persons or passengers of what country soever, and all monies, goods, merchandizes, and moveables, to whatsoever people or nation belonging, being on board of any of the said ships or vessels, shall be wholly free, and shall not be stopped, taken, or plundered, nor receive any harm or damage whatsoever from either party.

4. That the Algiers ships of war, or other vessels, meeting with any merchant ships or other vessels of His said Majesty's subjects, not being in any of the seas appertaining to His Majesty's dominions, may send on board one single boat with two sitters only, besides the ordinary crew of rowers, and that no more shall enter any such merchant ship or vessel, without express leave from the commander thereof, but the two sitters alone; and that upon producing a Pass under the hand and seal of His Majesty, or whomsoever He shall appoint to be Lord High Admiral, or to execute the office of Lord High Admiral for England and Ireland, or of the Lord High Admiral for Scotland, for the said Kingdoms respectively, that the said boat shall presently depart, and the merchant ship or vessel shall proceed freely on her voyage: and any of the ships of war, or other vessels of His said Majesty, meeting with any ships or other vessels of Algiers, if the commander of any such Alger ship or vessel shall produce a Pass firm'd by the chief governors of Algiers, and a certificate from the English Consul living there, the said Alger ship or vessel shall proceed freely.

5. That no commander, or other person, of any ship or vessel of Algiers, shall take out of any ship or vessel of His said Majesty's subjects, any person or persons whatsoever, to carry them any where to be examined, or upon any other pretence; nor shall they use any torture or violence to any person of what nation or quality soever, being on board any ship or vessel of His Majesty's subjects, upon any pretence whatsoever.

6. That no shipwreck belonging to the said King of Great Britain, or to any of His Majesty's subjects, upon any part of the coast belonging to Algiers, shall be made or become prize; and that neither the goods thereof shall be seized, nor the men made slaves; but that all the subjects of Algiers shall do their best endeavours to save the said men and their goods.

7. That no ship, nor any other vessel of Algiers, shall have permission to be delivered up, or go to Sally, or any other place in enmity with the said King of Great Britain, to be made use of as corsairs, or sea-rovers, against His said Majesty's subjects.

8. That none of the ships or other smaller vessels of Algiers, shall remain cruising near or in sight of any of His Majesty's roads, havens, or ports, towns and places, nor any way disturb the peace and commerce of the same.

9. That if any ship or vessel of Tunis, Tripoly, or Sally, or of any other place, bring any ships, vessels, men, or goods, belonging to any of His said

Majesty's subjects, to Algiers, or to any port or place in that Kingdom, the Governors there shall not permit them to be sold within the territories of Algiers.

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10. That if any of the ships of war of the said King of Great Britain do come to Algiers, or any other port or place of that Kingdom, with any prize, they may freely sell it, or otherwise to dispose of it at their own pleasure, without being molested by any; and that His Majesty's said ships of war shall not be obliged to pay customs in any sort; and that if they shall want provisions, victuals, or any other things, they may freely buy them at the rates in the market.

11. That when any of His said Majesty's ships of war shall appear before Algiers; upon notice thereof given by the English Consul, or by the commander of the said ships to the chief Governors of Algiers, public proclamation shall be immediately made to secure the Christian captives; and if, after that any Christians whatsoever make their escape on board any of the said ships of war, they shall not be required back again, nor shall the said Consul or Commander, or any other of His Majesty's subjects, be obliged to pay any thing for the said Christians.

12. That henceforward no subjects of His Majesty of Great Britain, &c. shall be bought or sold, or made slaves in any part of the Kingdom of Algiers, upon any pretence whatsoever: nor shall His Majesty be obliged, by virtue of this Treaty of Peace, to redeem any of His subjects now in slavery; but it shall depend absolutely upon His Majesty, or the friends and relations of the said persons in slavery, without any limitation or restriction of time, to redeem such and so many of them, from time to time, as shall be thought fit, agreeing of as reasonable a price as may be with their patrons, or masters, for their redemption, without obliging the said patrons or masters against their will to set any at liberty, whether they be slaves belonging to the Beylicque or Galley, or such as belong to the Bashaw, Dey, Governor, or any other persons whatsoever: and all slaves, being His Majesty's subjects, shall, when they are redeemed, enjoy the advantage and benefit of abatements of the duty due to the Royal House, and of the other charges, by paying such reasonable sums as any slaves of other nations usually pay when they are redeemed.

13. That if any subject of the said King of Great Britain happen to die in Algiers, or in any part of its territories, his goods and monies shall not be seized by the Governors, Judges, or other officers, (who shall likewise make no enquiry after the same) but the said goods and monies shall be possessed or received by such person or persons, whom the deceased, by his last will, shall have made his heir or heirs, in case they be upon the place where the testator deceased; but if the heirs be not there, then the executors of the said will, lawfully constituted by the deceased, shall, after having made an inventory of all the goods and monies left, take them into their custody without any hindrance, and shall take care the same be remitted by some safe way to the true and lawful heirs; and in case any of His said Majesty's subjects happen to die, not having made any will, the English Consul shall possess himself of his goods and monies upon inventory, for the use of the kindred and heirs of the deceased.

14. That no merchants, being His Majesty's subjects, and residing in or trading to the City and Kingdom of Algiers, shall be obliged to buy any merchandizes against their wills; but it shall be free for them to buy such commodities as they shall think fit; and no captain, or commander of any ship or vessel belonging to His said Majesty's subjects, shall be obliged against his will to lade any goods, to carry them, or make a voyage to any

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place he shall not have a mind to go to: and neither the English Consul, nor any other subject of the said King, shall be bound to pay the debts of any other of His Majesty's subjects, except that he or they become sureties for the same by a public act.

15 That the subjects of His said Majesty in Algiers, or its territories, in matter of controversy, shall be liable to no other jurisdiction but that of the Dey or Divan, except they happen to be at difference between themselves; in which case they shall be liable to no other determination but that of the Consul only.

16. That in case any subject of His said Majesty, being in any part of the Kingdom of Algiers, happen to strike, wound, or kill a Turk, or a Moor, if he be taken, he is to be punished in the same manner, and with no greater severity, than a Turk ought to be, being guilty of the same offence; but if he escape, neither the said English Consul, nor any other of His said Majesty's subjects, shall be in any sort troubled or questioned therefore.

17. That the English Consul now, or at any time, living in Algiers, shall be there at all times with entire freedom and safety of his person and estate, and shall be permitted to choose his own druggerman and broker, and freely to go on board any ship in the road, as often, and when he pleases, and to have the liberty of the country, and that he shall be allowed a place to pray in, and that no man shall do him any injury in word or deed.

18. That not only during the continuance of this peace and friendship, but likewise if any breach, or war, happen to be hereafter between the said King of Great Britain and the Kingdom of Algiers, the said English Consul, and all other His said Majesty's subjects inhabiting in the Kingdom of Algiers, shall always, and at all times, both of peace and war, have full and absolute liberty to depart, and go to their own or any other country, upon any ship or vessel of what nation soever they shall think fit, and to carry with them all their estates, goods, families, and servants, without any interruption or hindrance.

19. That no subject of His said Majesty, being a passenger, and coming or going with his baggage from or to any port, shall be any way molested or meddled with, although he be on board any ship or vessel in enmity with Algiers: and in like manner, no Algerine passenger being on board any ship or vessel in enmity with the said King of Great Britain, shall be any way molested, whether in his person or in his goods, which he may have laden on board the said ship or vessel.

20. That at all times, when any ship of war of the King of Great Britain's, carrying His said Majesty's flag at the main top-mast head, shall appear before Algiers, and come to an anchor in the road; that immediately after notice thereof given by His said Majesty's Consul or officer from the ship unto the Dey and Government of Algiers, they shall, in honour to His Majesty, cause a salute of one-and-twenty cannon to be shot from the castles and forts of the city; and that the said ship shall return an answer by shooting off the same number of cannon.

21. That presently after the signing and sealing of these Articles by the Bashaw, Dey, Aga, and Governors of Algiers, all injuries and damage sustained on either part shall be quite taken away and forgotten, and this peace shall be in full force and virtue, and continue for ever: and for all depredations and damages that shall be afterwards committed, or done, by either side, before notice can be given of this peace, full satisfaction shall immediately be made, and whatsoever remains in kind shall be instantly restored.

22. That in case it shall happen hereafter, that any thing is done or committed contrary to this Treaty, whether by the subjects of the one or the other party, the Treaty notwithstanding shall subsist in full force, and such contraventions shall not occasion the breach of this peace, friendship, and good correspondence; but the party injured shall amicably demand immediate satisfaction for the said contraventions, before it be lawful to break the peace; and if the fault was committed by any private subjects of either party, they alone shall be punished as breakers of the peace, and disturbers of the public quiet: and our faith shall be our faith, and our word our word.

Confirmed and Sealed in the presence of Almighty God, the 5th day of April, in the year of our Lord Jesus Christ 1686, and in the year of the Hegira 1097, and the three-and-twentieth day of the Moon Gemasi-lavel.

Signed WM. SOAME.

Peace confirmed, and additional Articles made with the Government of Algier, by Capt. Munden, and Consul Cole.

Treaty between
Great Britain
and Algiers.
Signed at Al-
giers, 17th Au-
gust 1700. (1)

1. We the Most Excellent and Most Illustrious Lords Mustapha Dey, Ali Bashaw, and Mustapha Aga, Governors of the most famous and warlike City and Kingdom of Algier, by these presents do renew and confirm the peace we so happily enjoy with the King of Great Britain, France and Ireland, Defender of the Christian Faith, and His subjects, made in the year 1682, in every part and article, more particularly that of the 8th, wherein it is expressed, that no ship or vessel belonging to our Government of Algier shall cruize near or in sight of any of the roads, havens, or ports, towns or places belonging to the said King of Great Britain, or any way disturb the peace and commerce of the same: and in compliance with the 8th Article of that Treaty, we do sincerely promise and declare, that such orders shall for the future be given to all our commanders, that, under a severe punishment, and our utmost displeasure, they shall not enter into the Channel of England, nor come to cruize, nor come in sight of any port of His Majesty of Great Britain's Dominions any more for the time to come.

2. That whereas we had declared, that all ships and vessels belonging to the said King of Great Britain should have Passes by the last of September 1700, we do by these declare, at the desire of Captain John Munden, Commander in Chief of His Majesty's ships in the Mediterranean, and Robert Cole, Esq. His Majesty's Consul, now residing at our City of Algier, on the behalf of their great master, that no Passes shall be required or expected from any of the English ships or vessels in any part of the world; but that they shall proceed on their voyage, without producing or showing a Pass to any of our cruizers till the last of September 1701: and after that time is expired, and any ship of England be seized, not having a Pass, we do hereby declare, that the Goods on that ship shall be prize; but the master, men and ship, shall be restored, and the freight immediately paid to the said master, to the utmost value as if he should have gone safe to the port whither he was bound.

3. That whereas Captain John Munden has given us good assurance that he had a great affront some years past from some of our rude sailors at the Mould; we do hereby promise, that at all times, whenever any of the King of Great Britain's ships of war come to this place, order shall be given to an officer of the Government immediately, who shall attend at the Mould all the day-time, during their stay here, to prevent any such disorder for the future, that no misunderstanding may happen between us; and if any such

(1) Renewed by the Treaty of 18th March 1729.

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disorder should happen, the officer of the Mould shall secure the person or persons, and they shall be punished with the utmost severity.

4. By the help of God, and if He please, these Articles now made between us shall be maintained : to the truth of which we have hereunto set our seals in Algier, in the year of the Hegira 1112, and is the account of the Christians, August 17, 1700.

(L.S.) (L.S.) Signed JOHN MUNDEN.
ROBERT COLE.

Treaty between
Great Britain
and Algiers.
Signed at Al-
giers, 28th Oc-
tober 1703. (1)

ARTICLES OF PEACE AND COMMERCE between the Most Serene and Mighty Princess Anne, by the Grace of God, Queen of Great Britain, France, and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lord Mustapha Dey, the Bashaw, Aga, and Governors of the famous City and Kingdom of Algiers, in Barbary ; ratified, confirmed, and renewed, by George Byng, Esq. Rear Admiral of the Red Squadron of Her Majesty's Fleet, on the 28th day of October, old style, 1703.

1. In the first place it is agreed and concluded, that from this day, and for ever forwards, that the peace made by Arthur Herbert, Esq. then Admiral of Her Majesty's Fleet, in the Mediterranean, in the year 1682, and since confirmed by Sir William Soame, Bart. Ambassador to the Grand Signior, in the year 1686, with the additional articles agreed to with Captain Munden and Consul Cole, in the year 1700, be renewed and confirmed, (with the farther addition to the articles agreed to in this Treaty with George Byng, Esq. Rear Admiral of the Red Squadron of Her Majesty's fleet) be kept inviolable between the Most Serene Queen of Great Britain, France, and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lord Mustapha Dey, the Bashaw, Aga, and Governors of the famous City and Kingdom of Algiers, and between all the dominions and subjects of either side, and that the ships and other vessels, and the subjects and people of both sides, shall not henceforth do to each other any harm, offence, or injury, either in word or deed, but shall treat one another with all possible respect and friendship ; and that all demands and pretences whatsoever to this day, between both parties, shall cease and be void.

2. That, whereas, by the said Articles of Peace, made and concluded by Admiral Herbert, it was agreed the subjects of England should pay ten per cent. custom for the goods they should sell at Algiers, or dominions thereof. Now, for the better settling and maintaining a good commerce between the subjects of England and those of Algiers, it is agreed and declared, that from henceforward the subjects of England shall pay but five per cent. custom for the goods they shall sell at Algiers, and that contraband goods, as is declared before, shall pay no custom.

3. And it is farther agreed and declared, that all prizes taken by any of Her Majesty of Great Britain's subjects, and all ships and vessels built and fitted out in any of Her Majesty's plantations in America that have not been in England, shall not be molested in case of no Pass ; but that a certificate in writing under the hand of the commanding officers that shall so take prizes, or Chief of any of Her Majesty's plantations in America, or where any ships shall be built or fitted, shall be a sufficient pass to either of them : and our faith shall be our faith, and our word our word.

Confirmed and sealed in the presence of Almighty God, the 28th day of October, in the year of our Lord Jesus Christ 1703, and in the year of the Hegira 1115, and the 1st day of the Moon Regep.

Signed G. BYNG.

(1) Renewed by the Treaty of 18th March 1729.

ARTICLES OF PEACE AND COMMERCE between the Most Serene and Mighty Prince George, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lord Ally, Dey, Bashaw, and Governor of the famous City and Kingdom of Algiers, in Barbary; ratified, confirmed, and renewed, by Captain Coningsby Norbury, Commander of His Majesty's ship Argyle, Captain Nicholas Eaton, Commander of His Majesty's ship Chester, and Thomas Thompson, Esq. His Majesty's Consul at Algiers, on the 29th day of October 1716, by Virtue of a full Power given and granted to us by John Baker, Esq. Vice Admiral of the Blue Squadron of His Britannic Majesty's fleet, and Admiral and Commander in Chief of His Majesty's ships employed and to be employed in the Mediterranean.

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Treaty between
Great Britain
and Algiers.
Signed at Al-
giers, 29th Octo-
ber 1716. (1)

1. In the first place it is agreed and concluded, that from this day, and for ever forwards, the peace made by Arthur Herbert, Esq. then Admiral of His Majesty's fleet, in the Mediterranean in 1682; and since confirmed by Sir Wm. Soame, Bart. Ambassador to the Grand Signior, in 1686, with the additional Articles agreed to with Captain Munden and Consul Cole, in the year 1700. And likewise the farther additional Articles agreed to with George Byng, Esq. then Rear Admiral of the Red Squadron of Her Majesty's fleet, in the year 1703, be renewed and confirmed, together with the additional Articles agreed to in this Treaty with Captain Coningsby Norbury, Commander of His Majesty's ship Argyle, Captain Nicholas Eaton, Commander of His Majesty's ship Chester, and Thomas Thompson, Esq. His Majesty's Consul at Algiers, be kept inviolable between the most Serene King of Great Britain, France and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lord Ally, Bashaw, Dey and Governor of the warlike City of Algiers in the West, the Aga, Kahya, and the rest of the Honourable Seniors of the Divan, and between all the dominions and subjects of either side; and that the ships and other vessels, and the subjects and people of either side, shall not henceforth do to each other any harm, offence, or injury, either in word or deed, but shall treat one another with all possible respect and friendship. And if any demands or pretences shall be now left depending between the subjects or others of either party, they shall be amicably redressed, and full satisfaction shall be made to each other according to the truth and justice of their claim, and that this Treaty shall not cancel or make void the same.

2. That as the Island of Minorca in the Mediterranean Sea, and the city of Gibraltar, in Spain, have been yielded and annexed to the Crown of Great Britain, as well by the King of Spain, as by all the several Powers of Europe engaged in the late war: now it is hereby agreed and fully concluded, that from this time forward for ever, the said Island of Minorca, and the city of Gibraltar, shall be esteemed in every respect, by the government and people of Algiers, to be part of His Britannic Majesty's own Dominions, and the inhabitants thereof to be looked upon as His Majesty's natural subjects, in the same manner as if they had been born in any other part of Great Britain; and they, with their ships and vessels wearing British colours, and being furnished with proper Passes, shall be permitted freely to trade and traffic in any part of the Dominions of Algiers, and shall pass without any molestation whatsoever, and shall have the same liberties and privileges that are stipulated in this, and have been made in all other Treaties in the behalf of the British nation and subjects; and therefore none of the cruizers of Algiers shall at any time cruize within sight of the ports of the said Island of Minorca, or city of Gibraltar.

(1) Renewed by the Treaty of 18th March 1729.

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3. That if an English ship shall receive on board any passengers and goods belonging to the Kingdom of Algiers, they shall defend them and their goods so far as lieth in their power, and not deliver them to their enemies; and the better to prevent any unjust demands being made upon the Crown of Great Britain, and to avoid disputes and differences that may arise, all goods and merchandizes that shall from henceforward be shipped by the subjects of Algiers, on board the ships or vessels of Great Britain, upon freight, shall be first registered in the office of Cancellaria, before the British Consul residing in the port where they are shipped, and the quantity, quality, and value thereof shall be expressed, and the Consul is to manifest the same in the clearance given to the ship or vessel before she shall depart; to the end, that if any cause of complaint should happen hereafter, there may be no greater claim made on the British nation, than what by this method may be proved just and equitable.

4. That if any of the Algerine cruizers shall meet with any British ships provided with scollop Passes of either ships or sattees, that shall fit with those delivered to them by the British Consul, they shall pass free and unmolested.

Signed CON. NORBURY.
 N. EATON.
 THO. THOMPSON.

Algiers, 29 October 1716.

**Treaty between
Great Britain and
Algiers. Signed
at Algiers, 18th
March 1729. (1)**

ARTICLES OF PEACE AND COMMERCE between the Most Serene and Mighty Prince, George the Second, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Christian Faith, &c., and the Most Illustrious Lord Abdy, Dey, Bashaw and Governor of the famous City and Kingdom of Algiers, in Barbary; ratified, confirmed, and renewed by Philip Cavendish, Esq., Rear Admiral of the Red Squadron of His Britannic Majesty's fleet, and Admiral and Commander in Chief of His Majesty's ships employed in the Mediterranean, being properly empowered for that purpose.

In the first place: It is agreed and concluded, that, from this day and for ever forward, the peace made by Arthur Herbert, Esq. (in 1682) then Admiral of His Majesty's fleet; and Sir William Soame, Bart. Ambassador to the Grand Signior, in the year 1686; with the additional Articles agreed to with Captain Munden and Consul Cole, in the year 1700; and likewise the farther additional Articles agreed to with George Byng, Esq. then Rear Admiral of the Red Squadron of Her Majesty's fleet, in the year 1703; together with the additional Articles agreed to with Captain Coningsby Norbury, Commander of His Majesty's ship Argyle, Captain Nicholas Eaton, Commander of His Majesty's ship Chester, and Thomas Thompson, Esq. His Majesty's Consul at Algiers, in the year 1716, be renewed and confirmed in this Treaty with Philip Cavendish, Esq. Rear Admiral of the Red Squadron of His Majesty's fleet; the same to be kept inviolable between the Most Serene King of Great Britain, France, and Ireland, Defender of the Christian Faith, &c., and the Most Illustrious Lord Abdy, Dey, Bashaw and Governor of the warlike City and Kingdoms of Algiers, and between all the dominions and subjects on either side; and that the ships and other vessels, and subjects and people of either side, shall not henceforth do to each other any harm, offence, or injury, either in word or deed, but shall treat one another with all possible respect and friendship; and if any demands or pretensions shall be now left depending between the subjects or others of either party, they

(1) Renewed by Treaty of 28th August 1816.

shall be amicably redressed, and full satisfaction made to each other according to the truth and justice of their claim, and that this Treaty shall not cancel or make void the same.

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Confirmed and sealed in the presence of Almighty God, the Eighteenth day of March, in the year of our Lord Jesus Christ 1729, and in the year of the Hegira 1142, and the Tenth day of the Moon Ramadan.

Signed PHIL. CAVENDISH.

ADDITIONAL ARTICLE TO THE ANTIEN TREATIES subsisting between His Britannic Majesty and the Dey and Government of Algiers, agreed to by the present Dey, Mahomed Effendi, and His said Majesty's Plenipotentiaries the Honourable Augustus Keppel, and Ambrose Stanyford, Esq. His Majesty's Agent and Consul General at Algier.

Additional Article between Great Britain and Algiers. Signed at Algiers, 3d June 1751.

That all packets or express-boats, bearing His Britannic Majesty's Commission, which shall be met by any of the cruizers of Algiers, shall be treated with the same respect as His Majesty's ships of war, and all due respect shall be paid to His Majesty's commission; and both at meeting and parting, they shall be treated as friends: and if any of the Algerine cruizers commit the least fault or violence against them, the captains or raizes so offending, shall, on their arrival at Algiers, and proper complaint being made of them, be most severely punished, without admitting of their excuses. Dated at Algiers the Third day of June 1751, and in the year of the Hegira 1164, the Twentieth day of Moon Regib.

(1)

Signed AUGUSTUS KEPPEL.
AMBROSE STANYFORD.

ARTICLES OF PEACE AND COMMERCE between the Most Serene and Mighty Prince George the Third, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Christian Faith, Duke of Brunswick and Lunenburg, Arch-Treasurer and Prince Elector of the Holy Roman Empire, &c. &c. &c. And the Most Illustrious Lord Ally, Bashaw, Dey and Governor of the warlike City and Kingdom of Algier, in Barbary, concluded, ratified, confirmed, and renewed, by his Excellency Archibald Cleveland, Esq. His Britannic Majesty's Ambassador to the Emperor of Fez and Morocco, and to all the other Barbary States.

Treaty between Great Britain and Algiers. Signed at Algiers, 14th May 1764. (2)

1. In the first place, it is hereby agreed and concluded, that from this day and for ever, there shall be a strict and inviolable peace and friendship between His Britannic Majesty and the Kingdom of Algier: and that all the Articles and Treaties of Peace and Commerce, subsisting between the Kingdom of Great Britain, &c. and the Kingdom of Algier, be hereby renewed, ratified, and confirmed. That the ships and other vessels, and the subjects and people of both sides, shall not, henceforward, do to each other any harm, offence, or injury, either in word or deed; but shall treat one another with all possible respect and friendship; and that all demands and pretences whatsoever, to this day, between both parties, shall cease and be void.

2. It is also agreed, that if any ships or vessels of Christian nations, in enmity with the King of Great Britain, &c. shall, at any time hereafter, be met with or found upon the coast of the Kingdom of Algier, either at anchor or otherwise, and not within the reach of cannon shot of the shore, that it shall and may be lawful for any of His Britannic Majesty's ships or vessels of

(1) Renewed by Treaty of 29th August 1816.

(2) Renewed by the Treaty of 29th August 1816.

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war, or any English privateers, or letters of marque, to take and seize as prizes, any such ships or vessels so met with or found, as aforesaid; and shall also be suffered to bring the said prizes into any port, road, or harbour of the Kingdom of Algier; and to dispose of the whole or any part thereof, or otherwise to depart with such captures, without the least hindrance or molestation.

3. And lastly, it is agreed, that if, at any time hereafter, His Britannic Majesty shall be at war with any Mahometan Prince or State, and any ships or vessels belonging to subjects of such Prince or State, shall be met with by any of His Britannic Majesty's ships or vessels of war, or by any ships or vessels of His Majesty's subjects, within sight of any part of the coast of the Kingdom of Algier, that they shall be suffered to pass free and unmolested.

Confirmed and sealed in the warlike City and Kingdom of Algier, in the presence of Almighty God, the Fourteenth day of May, in the year of our Lord Jesus Christ 1762, and in the year of the Hegira 1175, and the 21st day of the Moon Cheval.

Signed ARCH. CLEVELAND.

**Treaty between
Great Britain
and Algiers.
Signed at Al-
giers, 3d August
1765. (1)**

ARTICLES OF PEACE AND COMMERCE between the Most Serene and Mighty Prince, George the Third, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Christian Faith, Duke of Brunswick and Lunenburg, Arch Treasurer, and Prince Elector of the Holy Roman Empire, &c. &c. and the Most Illustrious Lord Ally, Bashaw, Dey and Governor of the warlike City and Kingdom of Algier, in Barbary; concluded, ratified, confirmed and renewed, by His Excellency Archibald Cleveland, Esq. His Britannic Majesty's Ambassador to the Kingdom of Algier.

In the first place, it was expressly agreed upon and concluded, after a mature and regular deliberation with the Divan, that from henceforward, no Englishman taken by sea or by land shall, upon any pretext whatsoever, be either bought, sold, or made slave of, within the Dominions of this Kingdom, but be immediately delivered up to His Britannic Majesty's Consul residing here; to which purpose orders were forthwith issued out, to all the Governors of the several Provinces, that all Englishmen that hereafter may chance to be taken or found within the limits of their several dependencies, be immediately forwarded to this capital. To the more punctual compliance with this Treaty, and to the avoiding the difficulties that may arise from Particulars buying English subjects, and thereby believing themselves entitled to a ransom, notice has been given by the common cryer in all the public places of this city, that from henceforward, no subject of His Britannic Majesty be either bought or sold by any body whatsoever.

Secondly. It is further concluded and agreed upon, that in case any of His Britannic Majesty's subjects, should, from liquor, or from any other motive, declare an intention of embracing the Mahometan religion, they shall forthwith be secured, sent to the Consul's house, and there three days allowed them for reflexion, after which three days they shall be at liberty to put their design in execution, and no further constraint be put upon them:—this only case excepted: when they shall take refuge in the Casherias, or Soldiers' barracks, which being looked upon as sacred, any one taking refuge there cannot be meddled with.

Confirmed and sealed in the warlike City and Kingdom of Algier, in the presence of Almighty God, the 3d day of August, in the year of our Lord Jesus Christ 1765, and in the year of the Hegira 1179, and the day of the Moon Sufferr.

Signed ARCH. CLEVELAND.

EXTRACT.

ARTICLES OF PEACE AND COMMERCE between His Most Excellent Majesty, George the Third, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Christian Faith, &c. and the Most Illustrious Lord Mustapha, Dey, Bashaw and Governor of the most famous and warlike City and Kingdom of Algiers; ratified, confirmed, and renewed by John Falcon, Esq. His Britannic Majesty's Agent and Consul-General to His Highness the Dey and State of Algiers, being invested with His Britannic Majesty's full power for that purpose.

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Treaty between
Great Britain
and Algiers.
Signed at Al-
giers, 3d Sept.
1800. (1)

1. In the first place it is agreed and concluded that there shall be a lasting peace and friendship between His Britannic Majesty and His Highness the Dey of Algiers, and that all the Articles and Treaties of Peace and Commerce that have been, and are at present subsisting between the Kingdom of Great Britain and the Kingdom of Algiers be hereby renewed, ratified and confirmed; the same to be kept inviolable between His Britannic Majesty and His Highness the Dey of Algiers, and between all the Dominions and subjects on either side, and that the ships and other vessels, and subjects and people of either side, shall not henceforth do to each other any harm, offence or injury, either in word or deed; but shall treat one another with all possible respect and friendship, and that all demands and pretences whatsoever, subsisting between both parties, shall be as soon as possible fairly and amicably adjusted.

Confirmed and sealed in the warlike City and Kingdom of Algiers, in the presence of Almighty God, the 3d day of September 1800, and in the year of the Hegira 1215, and the 13th day of the Moon Rabbia-ultimo.

Signed JOHN FALCON.

Whereas the Island of Malta, in the Mediterranean Sea, has been conquered by His Britannic Majesty's Arms; it is now hereby agreed and fully concluded, between John Falcon, Esq. His Britannic Majesty's Agent and Consul-General for the City and Kingdom of Algiers, and His Highness Mustapha, Dey, Bashaw, and Governor, &c. of Algiers:—That from the 7th day of December last, 1800, the inhabitants thereof shall be treated upon the same footing as the rest of His Britannic Majesty's subjects, and the said Island shall be considered in all respects like the other places subject to the Crown of Great Britain, and agreeable to the Convention (arrangement) made with His Britannic Majesty, by Braem Rais, Ambassador from His Highness the Dey.

Treaty between
Great Britain
and Algiers.
Signed at Al-
giers, 19th
March 1801. (2)

Confirmed and sealed in the warlike City and Kingdom of Algiers, in the presence of Almighty God, the 19th day of March 1801, and in the year of the Hegira 1216, and the 6th day of the Moon Gilip.

Signed JOHN FALCON.

In the Name of God Almighty. The great Allied Powers of Europe having placed the United States of the Ionian Islands, viz. Corfu, Cephalonia, Zante, Maura, Ithaca, Cerigo, and Paxo, with their dependencies, in all their various interests, under the immediate and exclusive protection of His Majesty the King of the United Kingdom of Great Britain and Ireland, His heirs and successors; the following Articles between His Royal Highness the Prince Regent, acting in the name and on the behalf of His Majesty, the King of the United Kingdom of Great Britain and Ireland, and His Most

Treaty between
Great Britain
and Algiers.
Signed at Al-
giers, 3d April
1816. (3)

(1) Renewed by Treaty of 28th August 1816.

(2) Renewed by Treaty of 28th August 1816.

(3) Renewed by the Treaty of 28th August 1816.

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Serene Highness, Omar Bashaw, Dey and Governor of the warlike City and Kingdom of Algiers, are concluded by the Right Honourable Edward Baron Exmouth, Knight Commander of the most Honourable Military Order of the Bath, Admiral of the Blue Squadron of His Britannic Majesty's fleet, and Commander in Chief of His said Majesty's ships and vessels employed in the Mediterranean.

1. The inhabitants of the Ionian Islands are hereby fully recognized and acknowledged by His Highness the Dey of Algiers as British subjects, and entitled as such to all the rights and security which British subjects now enjoy: and it is hereby stipulated that their flag and commerce shall be henceforward respected as such, accordingly, in all their various interests.

2. In the event of any misunderstanding between His Highness the Dey of Algiers or his subjects, and the subjects of the Ionian Islands, the cause of such misunderstanding shall be referred to His Britannic Majesty, who charges Himself with procuring redress upon any just complaint His Highness the Dey may have to make against the said Ionian States and subjects, as if they were to all intents and purposes British-born subjects.

3. His Highness the Dey of Algiers in recognizing the inhabitants of the said Ionian Islands as British subjects, hereby engages to release immediately without ransom, and to deliver to persons authorized to receive them, all captives now in the City and Kingdom of Algiers, being subjects of the Ionian Islands, under whatever circumstances they may have been taken; and any of the inhabitants of the said Islands that may hereafter be brought into the Kingdom of Algiers, from the signing of the present treaty, shall be immediately given up, with all their goods and chattels, to the British Consul.

4. Serious complaints having been made of the Barbary cruizers entering on board ships they speak at sea (under British protection) with a greater number of men than is allowed by Treaty, and destroying the ship's papers, to the great injury of the owners; with a view of preventing the recurrence of such serious complaints, His Highness the Dey of Algiers hereby engages to give the most positive orders, and adopt measures, to prevent such practices in future, under the severest punishment of the offender. The oath of the master and one other person of the crew shall be sufficient proof of the fact; and for the punctual performance of this Article, the Reis or captain of any cruizer so offending, shall be answerable for the conduct of his officers and crew.

Done in triplicate in the warlike City of Algiers, in the presence of Almighty God, the 3d day of April, in the year of Jesus Christ 1816, and in the year of the Hegira 1231, and the 4th day of the Moon Ouell

Signed EXMOUTH.

Additional Article between Great Britain and Algiers. Signed at Algiers, May 20th 1816. (1)

ADDITIONAL ARTICLE, concluded between His Most Serene Highness Omar Bashaw, Dey and Governor of the warlike City and Kingdom of Algiers, and the Right Honourable Edward Baron Exmouth, Knight Grand Cross of the Most Honourable Military Order of the Bath, Admiral of the Blue, and Commander in Chief of His Britannic Majesty's fleet in the Mediterranean.

His Highness the Dey of Algiers hereby engages to recognize the flag and subjects of the Kingdom of Hanover, on the same footing as those of other countries belonging to the Sovereignty of His Britannic Majesty, and as such,

entitled to the rights and securities enjoyed by the flag and subjects of Great Britain, in all their various interests.

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ALGIERA.

Done at Algiers in the presence of Almighty God, the 20th day of May 1816, and in the year of the Hegira 1231, and the 22d day of the Moon Gemas Lehar.

Signed EXMOUTH.

In the Name of God Almighty.

TREATY OF PEACE between His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Most Serene Highness Omar Bashaw, Dey and Governor of the warlike City and Kingdom of Algiers, made and concluded by the Right Honourable Edward Baron Exmouth, Knight Grand Cross of the Most Honourable Military Order of the Bath, Admiral of the Blue Squadron of His Britannic Majesty's fleet, and Commander in Chief of a Squadron of His said Majesty's ships and vessels employed on a particular service, being duly authorized by His Royal Highness the Prince Regent, acting in the name and on the behalf of His Britannic Majesty.

Treaty between
Great Britain
and Algiers.
Signed at Al-
giers, 28th Aug.
1816.

1. It is hereby agreed and concluded, that from this day and for ever there shall be a strict and inviolable peace and friendship between His Britannic Majesty and the Kingdom of Algiers, and that all the Articles and Treaties of Peace and Commerce subsisting between the Kingdom of Great Britain and its dependencies, and the Kingdom of Algiers, previous to the 27th of August 1816, are hereby renewed, ratified, and confirmed. That the ships and other vessels, and the subjects and people of both sides, shall not from henceforward do to each other any harm, offence, or injury, either in word or deed, but shall treat each other with all possible respect and friendship, and that all the transactions which took place on the 27th, shall from henceforward be buried in oblivion, and the ancient friendship between the two Kingdoms restored.

Done in duplicate, in the warlike City of Algiers, in the presence of Almighty God, the 28th day of August, in the year of Jesus Christ 1816, and in the year of the Hegira 1231, and the 6th day of the Moon Shawal.

Signed EXMOUTH.

Signed H. M^c DONELL, Consul General.

DECLARATION of His Most Serene Highness Omar Bashaw, Dey and Governor of the warlike City and Kingdom of Algiers, made and concluded with the Right Honourable Edward Baron Exmouth, Knight Grand Cross of the Most Honourable Military Order of the Bath, Admiral of the Blue Squadron of His Britannic Majesty's fleet, and Commander in Chief of His said Majesty's ships and vessels in the Mediterranean.

Declaration of
the Dey of Al-
giers, 28th Aug.
1816.

In consideration of the deep interest manifested by His Royal Highness the Prince Regent of England for the termination of Christian Slavery, His Highness the Dey of Algiers, in token of his sincere desire to maintain inviolable his friendly relations with Great Britain, and to manifest his amicable disposition and high respect towards the Powers of Europe, declares, that in the event of future wars with any European Power not any of the prisoners shall be consigned to slavery, but treated with all humanity as prisoners of war, until regularly exchanged according to European practice in like cases, and that at the termination of hostilities, they shall be restored to their re-

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spective countries without ransom ; and the practice of condemning Christian prisoners of war to slavery is hereby formally and for ever renounced.

Done in duplicate in the warlike City of Algiers, in the presence of Almighty God, the 28th day of August, in the year of Jesus Christ 1816, and in the year of the Hegira 1231, and the 6th day of the Moon Shawal.

Signed **H. M^c DONELL**, Agent and Consul General. Signed **EXMOUTH.**
 By Command of the Admiral.
 Signed **JOS. GRIMES**, Sec.

AMERICA, OR UNITED STATES. ⁽¹⁾

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AMERICA,
OR UNITED
STATES.**

**Treaty of Peace
between Great
Britain and the
United States.
Signed at Ghent,
December 24,
1814.**

His Britannic Majesty and the United States of America, desirous of terminating the War which has unhappily subsisted between the two Countries, and of restoring, upon principles of perfect reciprocity, peace, friendship, and good understanding between them, have for that purpose appointed their respective Plenipotentiaries, that is to say, His Britannic Majesty, on His part, has appointed the Right Honourable James Lord Gambier, late Admiral of the White, now Admiral of the Red Squadron of His Majesty's fleet ; Henry Goulburn, Esq. a Member of the Imperial Parliament, and Under Secretary of State ; and William Adams, Esq. Doctor of Civil Laws ; — and the President of the United States, by and with the advice and consent of the Senate thereof, has appointed John Quincy Adams, James A. Bayard, Henry Clay, Jonathan Russell, and Albert Gallatin, Citizens of the United States ; who, after a reciprocal communication of their respective full Powers, have agreed upon the following Articles :

1. There shall be a firm and universal Peace between His Britannic Majesty and the United States, and between their respective countries, territories, cities, towns and people, of every degree, without exception of places or persons. All hostilities both by sea and land shall cease, as soon as this Treaty shall have been ratified by both Parties as hereinafter mentioned. All territory, places, and possessions whatsoever, taken by either Party from the other during the war, or which may be taken after the signing of this Treaty, excepting only the Islands hereinafter mentioned, shall be restored without delay, and without causing any destruction, or carrying away any of the artillery or other public property, originally captured in the said forts or places, and which shall remain therein upon the exchange of the Ratifications of this Treaty, or any slaves or other private property. And all archives, records, deeds, and papers, either of a public nature, or belonging to private persons, which in the course of the war may have fallen into the hands of the officers of either Party, shall be, as far as may be practicable, forthwith restored, and delivered to the proper authorities and persons to whom they respectively belong.

Such of the Islands in the Bay of Passamaquoddy as are claimed by both Parties shall remain in the possession of the Party in whose occupation they

(1) As to Treaties between Great Britain and America in particular, and the decisions upon them, see ante vol. 1. p. 622.

may be at the time of the exchange of the ratifications of this Treaty, until the decision respecting the title to the said Islands shall have been made, in conformity with the fourth Article of this Treaty.

No disposition made by this Treaty, as to such possession of the islands and territories claimed by both Parties, shall in any manner whatever be construed to affect the right of either.

2. Immediately after the ratifications of this Treaty, by both Parties, as herein-after mentioned, orders shall be sent to the armies, squadrons, officers, subjects, and citizens of the two Powers, to cease from all hostilities. And to prevent all causes of complaint, which might arise on account of the prizes which may be taken at sea after the said ratifications of this Treaty, it is reciprocally agreed, that all vessels and effects which may be taken after the space of twelve days from the said ratifications upon all parts of the coast of North America, from the latitude of 23 degrees north, to the latitude of 50 degrees north, and as far eastward in the Atlantic Ocean, as the 36th degree of west longitude from the meridian of Greenwich, shall be restored on each side; that the time shall be thirty days in all other parts of the Atlantic Ocean north of the Equinoctial line or Equator, and the same time for the British and Irish Channels, for the Gulf of Mexico, and all parts of the West Indies; forty days for the North Seas, for the Baltic, and for all parts of the Mediterranean; sixty days for the Atlantic Ocean, south of the Equator, as far as the latitude of the Cape of Good Hope; ninety days for every other part of the world south of the Equator, and one hundred and twenty days for all other parts of the world without exception.

3. All prisoners of war taken on either side as well by land as by sea, shall be restored as soon as practicable after the ratifications of this Treaty as herein-after mentioned, on their paying the debts which they may have contracted during their captivity. The two Contracting Parties respectively engage to discharge in specie the advances which may have been made by the other for the sustenance and maintenance of such prisoners.

4. Whereas it was stipulated by the 2d Article in the Treaty of Peace of 1783, between His Britannic Majesty and the United States of America, that the boundary of the United States should comprehend "all Islands within twenty leagues of any part of the shores of the United States, and lying between lines to be drawn due east from the points where the aforesaid boundaries, between Nova Scotia on the one part, and East Florida on the other, shall respectively touch the Bay of Fundy and the Atlantic Ocean, excepting such Islands as now are or heretofore have been within the limits of Nova Scotia." And whereas the several Islands in the Bay of Passamaquoddy, which is part of the Bay of Fundy, and the Island of Grand Menan, in the said Bay of Fundy, are claimed by the United States, as being comprehended within their aforesaid boundaries, which said Islands are claimed as belonging to His Britannic Majesty, as having been at the time of, and previous to the aforesaid Treaty of 1783, within the limits of the province of Nova Scotia; in order, therefore, finally, to decide upon these claims, it is agreed that they shall be referred to two Commissioners, to be appointed in the following manner, viz: — One Commissioner shall be appointed by His Britannic Majesty, and one by the President of the United States, by and with the advice and consent of the Senate thereof; and the said two Commissioners so appointed, shall be sworn impartially to examine and decide upon the said claims, according to such evidence as shall be laid before them on the part of His Britannic Majesty and of the United States respectively. The said Commissioners shall meet at St. Andrews, in the Province of New Brunswick, and shall have power to adjourn to such other place or places as they shall think fit. The said Commissioners shall by a declaration or report under their

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hands and seals, decide to which of the two Contracting Parties the several Islands aforesaid do respectively belong, in conformity with the true intent of the said Treaty of Peace of 1783 : and if the said Commissioners shall agree in their decision, both Parties shall consider such decision as final and conclusive.

It is further agreed, that in the event of the two Commissioners differing upon all or any of the matters so referred to them, or in the event of both or either of the said Commissioners refusing or declining, or wilfully omitting to act as such, they shall make jointly or separately, report or reports, as well to the Government of His Britannic Majesty, as to that of the United States, stating in detail the points on which they differ, and the grounds upon which their respective opinions have been formed, or the grounds upon which they, or either of them, have so refused, declined, or omitted to act. And His Britannic Majesty and the Government of the United States hereby agree to refer the report or reports of the said Commissioners to some friendly Sovereign or State, to be then named for that purpose, and who shall be requested to decide on the differences which may be stated in the said report or reports, or upon the report of one Commissioner, together with the grounds upon which the other Commissioner shall have refused, declined or omitted to act, as the case may be. And if the Commissioner so refusing, declining or omitting to act, shall also wilfully omit to state the grounds upon which he has so done, in such manner that the said statement may be referred to such friendly Sovereign or State, together with the report of such other Commissioner, then such Sovereign or State shall decide, *ex-parte*, upon the said report alone, and His Britannic Majesty, and the Government of the United States engage to consider the decision of such friendly Sovereign or State, to be final and conclusive on all the matters so referred.

5. Whereas neither that point of the Highlands lying due north from the source of the river St. Croix, and designated in the former Treaty of Peace between the two Powers as the north-west angle of Nova Scotia, nor the north-westernmost head of Connecticut River, have yet been ascertained ; and whereas that part of the boundary line between the Dominions of the two Powers, which extends from the source of the river St. Croix, directly north to the above-mentioned north-west angle of Nova Scotia, thence along the said Highlands which divide those rivers that empty themselves into the river St. Lawrence, from those which fall into the Atlantic Ocean to the north-westernmost head of Connecticut River, thence down along the middle of that river to the 45th degree of north latitude, thence by a line due west on said latitude until it strikes the river Iroquois or Cataraguy, has not yet been surveyed, it is agreed that for these several purposes, two Commissioners shall be appointed, sworn and authorized, to act exactly in the manner directed with respect to those mentioned in the next preceding Article, unless otherwise specified in the present Article. The said Commissioners shall meet at St. Andrews, in the province of New Brunswick, and shall have power to adjourn to such other place or places as they shall think fit. The said Commissioners shall have power to ascertain and determine the points above-mentioned, in conformity with the provisions of the said Treaty of Peace of 1783, and shall cause the boundary aforesaid, from the source of the river St. Croix to the river Iroquois or Cataraguy to be surveyed and marked according to the said provisions ; the said Commissioners shall make a map of the said boundary, and annex to it a Declaration under their hands and seals, certifying it to be the true map of the said boundary, and particularizing the latitude and longitude of the north-west angle of Nova Scotia, of the north-westernmost head of Connecticut River, and of such other points of the said boundary as they may deem proper. And both Parties agree to consider such map and Declaration as finally and conclusively fixing

the said boundary. And in the event of the said two Commissioners differing, or both, or either of them, refusing, declining or wilfully omitting to act, such reports, declarations or statements shall be made by them or either of them, and such reference to a friendly Sovereign or State shall be made in all respects as in the latter part of the fourth Article is contained, and in as full a manner as if the same was herein repeated.

6. Whereas by the former Treaty of Peace that portion of the boundary of the United States from the point where the 45th degree of north latitude strikes the river Iroquois or Cataraguy, to the Lake Superior, was declared to be "along the middle of said river into Lake Ontario, through the middle of said Lake, until it strikes the communication by water between that Lake and Lake Erie, thence along the middle of said communication into Lake Erie, through the middle of said Lake, until it arrives at the water communication into the Lake Huron, thence through the middle of said Lake to the water communication between that Lake and Lake Superior." And whereas doubts have arisen what was the middle of the said river, lakes, and water communications, and whether certain islands lying in the same were within the Dominions of His Britannic Majesty or of the United States: In order, therefore, finally to decide these doubts, they shall be referred to two Commissioners, to be appointed, sworn, and authorized to act exactly in the manner directed with respect to those mentioned in the next preceding Article, unless otherwise specified in this present Article. The said Commissioners shall meet in the first instance at Albany, in the State of New York, and shall have power to adjourn to such other place or places as they shall think fit. The said Commissioners shall, by a report or Declaration, under their hands and seals, designate the boundary through the said river, lakes, and water communications, and decide to which of the two Contracting Parties the several islands lying within the said river, lakes, and water communications, do respectively belong, in conformity with the true intent of the said Treaty of 1783. And both Parties agree to consider such designation and decision as final and conclusive. And in the event of the said two Commissioners differing, or both or either of them refusing, declining, or wilfully omitting to act, such reports, declarations, or statements, shall be made by them, or either of them, and such reference to a friendly Sovereign or State shall be made, in all respects, as in the latter part of the fourth Article is contained, and in as full a manner as if the same was herein repeated.

7. It is further agreed, that the said two last-mentioned Commissioners, after they shall have executed the duties assigned to them in the preceding Article, shall be, and they are hereby authorized upon their oaths, impartially to fix and determine, according to the true intent of the said Treaty of Peace of 1783, that part of the boundary between the Dominions of the two Powers, which extends from the water communication between Lake Huron and Lake Superior, to the most north western point of the Lake of the Woods; to decide to which of the two Parties the several islands lying in the lakes, water communications and rivers forming the said boundary, do respectively belong, in conformity with the true intent of the said Treaty of Peace of 1783, and to cause such parts of the said boundary as require it, to be surveyed and marked. The said Commissioners shall by a report or declaration, under their hands and seals, designate the boundary aforesaid, state their decision on the points thus referred to them, and particularize the latitude and longitude of the most north-western point of the lake of the woods, and of such other parts of the said boundary as they may deem proper. And both Parties agree to consider such designation and decision as final and conclusive. And in the event of the said two Commissioners

differing, or both, or either of them, refusing, declining, or wilfully omitting to act, such reports, declarations, or statements, shall be made by them, or either of them, and such reference to a friendly Sovereign or State shall be made in all respects as in the latter part of the fourth Article is contained, and in as full a manner as if the same was herein repeated.

8. The several boards of two Commissioners mentioned in the four preceding Articles shall respectively have power to appoint a secretary, and to employ such surveyors or other persons as they shall judge necessary. Duplicates of all their respective reports, declarations, statements, and decisions, and of their accounts, and of the journal of their proceedings, shall be delivered by them to the Agents of His Britannic Majesty, and to the agents of the United States who may be respectively appointed and authorized to manage the business on behalf of their respective governments. The said Commissioners shall be respectively paid in such manner as shall be agreed between the two Contracting Parties, such agreement being to be settled at the time of the exchange of the ratifications of this Treaty. And all other expences attending the said Commissions shall be defrayed equally by the two Parties. And in the case of death, sickness, resignation, or necessary absence, the place of every such Commissioner respectively shall be supplied in the same manner as such Commissioner was first appointed, and the new Commissioner shall take the same oath or affirmation, and do the same duties.

It is further agreed between the two Contracting Parties, that in case any of the islands mentioned in any of the preceding Articles, which were in the possession of one of the Parties prior to the commencement of the present war between the two countries, should, by the decision of any of the boards of Commissioners aforesaid, or of the Sovereign or State so referred to, as in the four next preceding Articles contained, fall within the Dominions of the other Party, all grants of land made previous to the commencement of the war by the Party having had such possession, shall be as valid as if such island or islands had by such decision or decisions been adjudged to be within the Dominions of the Party having had such possession.

9. The United States of America engage to put an end, immediately after the ratification of the present Treaty, to hostilities with all the tribes or nations of Indians with whom they may be at war at the time of such ratification, and forthwith to restore to such tribes or nations respectively, all the possessions, rights, and privileges which they may have enjoyed, or been entitled to in 1811, previous to such hostilities. Provided always, that such tribes or nations shall agree to desist from all hostilities against the United States of America, their citizens and subjects, upon the ratification of the present Treaty being notified to such tribes or nations, and shall so desist accordingly.

And His Britannic Majesty engages, on His part, to put an end immediately after the ratification of the present Treaty, to hostilities with all the tribes or nations of Indians with whom He may be at war at the time of such ratification, and forthwith to restore to such tribes or nations respectively, all the possessions, rights, and privileges, which they may have enjoyed or been entitled to in 1811, previous to such hostilities. Provided always, that such tribes or nations shall agree to desist from all hostilities against His Britannic Majesty and His subjects, upon the ratification of the present Treaty being notified to such tribes or nations, and shall so desist accordingly.

10. Whereas the traffic in Slaves is irreconcilable with the principles of humanity and justice, and whereas both His Majesty and the United States are desirous of continuing their efforts to promote its entire abolition, it is

hereby agreed that both the Contracting Parties shall use their best endeavours to accomplish so desirable an object.

11. This Treaty, when the same shall have been ratified on both sides without alteration by either of the Contracting Parties, and the ratifications mutually exchanged, shall be binding on both Parties, and the ratifications shall be exchanged at Washington, in the space of four months from this day, or sooner if practicable.

In faith whereof, we, the respective Plenipotentiaries have signed this Treaty, and have thereunto affixed our seals.

Done in triplicate, at Ghent, the 24th day of December 1814.

Signed

GAMBIER, (L. S.)
H. GOULBURN, (L. S.)
WM. ADAMS, (L. S.)

JOHN QUINCY ADAMS, (L. S.)
J. A. BAYARD, (L. S.)
H. CLAY, (L. S.)
JON. RUSSEL, (L. S.)
ALBERT GALLATIN, (L. S.)

His Britannic Majesty and the United States of America being desirous, by a Convention, to regulate the commerce and navigation between their respective countries, territories and people, in such a manner as to render the same reciprocally beneficial and satisfactory, have respectively named Plenipotentiaries, and given them full Powers to treat of and conclude such Convention; that is to say, His Royal Highness the Prince Regent, acting in the name and on the behalf of His Majesty, has named for His Plenipotentiaries the Right Honourable Frederick John Robinson, Vice President of the Committee of Privy Council for Trade and Plantations, Joint Paymaster of His Majesty's Forces, and a Member of the Imperial Parliament; Henry Goulburn, Esq. a Member of the Imperial Parliament, and Under Secretary of State; and William Adams, Esq. Doctor of Civil Laws: and the President of the United States, by and with the advice and consent of the Senate thereof, hath appointed for their Plenipotentiaries John Quincy Adams, Henry Clay, and Albert Gallatin, citizens of the United States; and the said Plenipotentiaries having mutually produced and shewn their said full Powers, and exchanged copies of the same, have agreed on and concluded the following Articles; viz.

1. There shall be between all the territories of His Britannic Majesty in Europe, and the territories of the United States, a reciprocal liberty of commerce. The inhabitants of the two countries respectively shall have liberty freely and securely to come with their ships and cargoes to all such places, ports, and rivers in the territories aforesaid, to which other foreigners are permitted to come, to enter into the same, and to remain and reside in any parts of the said territories respectively; also to hire and occupy houses and warehouses for the purposes of their commerce; and generally the merchants and traders of each nation respectively shall enjoy the most complete protection and security for their commerce; but subject always to the Laws and Statutes of the two Countries respectively.

2. No higher or other duties shall be imposed on the importation into the territories of His Britannic Majesty in Europe, of any articles the growth, produce, or manufacture, of the United States, and no higher or other duties shall be imposed on the importation into the United States, of any articles the growth, produce or manufacture of His Britannic Majesty's Territories in Europe, than are or shall be payable on the like articles, being the growth, produce, or manufacture of any other foreign country, nor shall any higher or other duties or charges be imposed in either of the two Countries, on the

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don, 3d July
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exportation of any articles to His Britannic Majesty's Territories in Europe, or to the United States, respectively, than such as are payable on the exportation of the like articles to any other foreign country; nor shall any prohibition be imposed upon the exportation or importation of any articles, the growth, produce, or manufacture of the United States, or of His Britannic Majesty's Territories in Europe, to or from the said Territories of His Britannic Majesty in Europe, or to or from the said United States, which shall not equally extend to all other nations.

No higher or other duties or charges shall be imposed in any of the ports of the United States on British vessels, than those payable in the same ports by vessels of the United States; nor in the ports of any of His Britannic Majesty's Territories in Europe on the vessels of the United States, than shall be payable in the same ports on British vessels.

The same duties shall be paid on the importation into the United States of any articles, the growth, produce, or manufacture of His Britannic Majesty's Territories in Europe, whether such importation shall be in vessels of the United States or in British vessels, and the same duties shall be paid on the importation into the ports of any of His Britannic Majesty's Territories in Europe, of any article; the growth, produce or manufacture of the United States, whether such importation shall be in British vessels or in vessels of the United States.

The same duties shall be paid, and the same bounties allowed on the exportation of any articles the growth, produce or manufacture of His Britannic Majesty's Territories in Europe, to the United States, whether: such exportation shall be in vessels of the United States, or in British vessels; and the same duties shall be paid and the same bounties allowed, on the exportation of any articles, the growth, produce or manufacture of the United States, to His Britannic Majesty's Territories in Europe, whether such exportation shall be in British vessels, or in vessels of the United States.

It is further agreed, that in all cases where drawbacks are or may be allowed, upon the re-exportation of any goods, the growth, produce, or manufacture of either Country respectively, the amount of the said drawbacks shall be the same whether the said goods shall have been originally imported in a British or American vessel; but when such re-exportation shall take place from the United States in a British vessel, or from the Territories of His Britannic Majesty in Europe in an American vessel, to any other foreign nation, the two Contracting Parties reserve to themselves, respectively, the right of regulating or diminishing, in such case, the amount of the said drawback.

The intercourse between the United States and His Britannic Majesty's possessions in the West Indies, and on the continent of North America, shall not be affected by any of the provisions of this Article, but each Party shall remain in the complete possession of its rights, with respect to such an intercourse.

3. His Britannic Majesty agrees that the vessels of the United States of America shall be admitted, and hospitably received at the principal Settlements of the British Dominions in the East Indies, viz. Calcutta, Madras, Bombay, and Prince of Wales's Island; and that the citizens of the said United States may freely carry on trade between the said principal Settlements and the said United States, in all articles of which the importation and exportation, respectively, to and from the said territories, shall not be entirely prohibited: provided only, that it shall not be lawful for them in any time of war, between the British Government and any State or Power whatever, to export from the said territories, without the special permission of the British Government, any military stores, or naval stores, or rice. The citizens of the United States shall pay for their vessels, when admitted, no

higher or other duty or charge than shall be payable on the vessels of the most favoured European nations, and they shall pay no higher or other duties or charges on the importation or exportation of the cargoes of the said vessels, than shall be payable on the same articles when imported or exported in the vessels of the most favoured European nations.

But it is expressly agreed, that the vessels of the United States shall not carry any articles from the said principal Settlements to any port or place, except to some port or place in the United States of America, where the same shall be unladen.

It is also understood, that the permission granted by this Article is not to extend to allow the vessels of the United States to carry on any part of the coasting trade of the said British Territories; but the vessels of the United States having, in the first instance, proceeded to one of the said principal Settlements of the British Dominions in the East Indies, and then going with their original cargoes, or any part thereof, from one of the said principal Settlements to another, shall not be considered as carrying on the coasting trade. The vessels of the United States may also touch, for refreshment, but not for commerce, in the course of their voyage to or from the British Territories in India, or to or from the Dominions of the Emperor of China, at the Cape of Good Hope, the Island of St. Helena, or such other places as may be in the possession of Great Britain, in the African or Indian seas; it being well understood that in all that regards this Article, the Citizens of the United States shall be subject, in all respects, to the laws and regulations of the British Government, from time to time established.

4. It shall be free for each of the two Contracting Parties respectively to appoint Consuls, for the protection of trade, to reside in the Dominions and territories of the other Party; but before any Consul shall act as such, he shall in the usual form be approved and admitted by the Government to which he is sent; and it is hereby declared, that in case of illegal or improper conduct towards the laws or government of the Country to which he is sent, such Consul may either be punished according to law, if the laws will reach the case, or be sent back, the offended Government assigning to the other the reasons for the same.

It is hereby declared, that either of the Contracting Parties may except from the residence of Consuls such particular places as such Party shall judge fit to be so excepted.

5. This Convention, when the same shall have been duly ratified by His Britannic Majesty and by the President of the United States, by and with the advice and consent of their Senate, and the respective ratifications mutually exchanged, shall be binding and obligatory on His Majesty and on the said United States for four years from the date of its signature; and the ratifications shall be exchanged in six months from this time, or sooner if possible.

Done at London, this 3d of July 1815.

Signed

FRED. J. ROBINSON, (L. S.)

HENRY GOULBURN, (L. S.)

WILLIAM ADAMS, (L. S.)

JOHN Q. ADAMS, (L. S.)

H. CLAY, (L. S.)

ALBERT GALLATIN, (L. S.)

The undersigned, His Britannic Majesty's Chargé d'Affaires in the United States of America, is commanded by His Royal Highness the Prince Regent, acting in the name and on the behalf of His Majesty, to explain and declare, upon the exchange of the ratifications of the Convention, concluded in London on the 3d of July of the present year, for regulating the commerce and navigation between the two countries, that in consequence of events

Declaration.

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which have happened in Europe subsequent to the signature of the Convention aforesaid, it has been deemed expedient and determined, in conjunction with the Allied Sovereigns, that St. Helena shall be the place allotted for the future residence of General Napoleon Buonaparte, under such regulations as may be necessary for the perfect security of his person; and it has been resolved, for that purpose, that all ships and vessels whatever, as well British ships and vessels as others, excepting only ships belonging to the East India Company, shall be excluded from all communication with or approach to that Island.

It has therefore become impossible to comply with so much of the 3d Article of the Treaty as relates to the liberty of touching for refreshment at the Island of St. Helena, and the ratifications of the said Treaty will be exchanged under the explicit declaration and understanding that the vessels of the United States cannot be allowed to touch at, or hold any communication whatever with the said Island, so long as the said Island shall continue to be the place of residence of the said Napoleon Buonaparte.

Washington, November 24, 1815.

Signed

ANTHONY ST. JOHN BAKER.

Convention between Great Britain and the United States. Signed at London, Oct. 20, 1818.

His Majesty the King of the United Kingdom of Great Britain and Ireland, and the United States of America, desirous to cement the good understanding which happily subsists between them, have, for that purpose, named their respective Plenipotentiaries, that is to say; His Majesty, on His part, has appointed the Right Honourable Frederick John Robinson, Treasurer of His Majesty's Navy, and President of the Committee of Privy Council for Trade and Plantations; and Henry Goulbourn, Esq. one of His Majesty's Under Secretaries of State:—And the President of the United States has appointed Albert Gallatin, their Envoy Extraordinary and Minister Plenipotentiary to the Court of France, and Richard Rush, their Envoy Extraordinary and Minister Plenipotentiary to the Court of His Britannic Majesty: Who, after having exchanged their respective full Powers, found to be in due and proper form, have agreed to and concluded the following Articles:

1. Whereas differences have arisen respecting the liberty claimed by the United States, for the inhabitants thereof, to take, dry, and cure fish, on certain coasts, bays, harbours, and creeks, of His Britannic Majesty's Dominions in America, it is agreed between the high Contracting Parties, that the inhabitants of the said United States shall have, for ever, in common with the subjects of His Britannic Majesty, the liberty to take fish of every kind, on that part of the southern coast of Newfoundland which extends from Cape Ray to the Rameau Islands, on the western and northern coast of Newfoundland, from the said Cape Ray to the Quirpon Islands, on the shores of the Magdalen Islands, and also on the coasts, bays, harbours, and creeks, from Mount Joly, on the southern coast of Labrador, to and through the straits of Belleisle, and thence northwardly indefinitely along the coast, without prejudice, however, to any of the exclusive rights of the Hudson's Bay Company: and that the American fishermen shall also have liberty, for ever, to dry and cure fish in any of the unsettled bays, harbours, and creeks of the southern part of the coast of Newfoundland hereabove described, and of the coast of Labrador; but so soon as the same, or any portion thereof, shall be settled, it shall not be lawful for the said fishermen to dry or cure fish at such portion so settled, without previous agreement for such purpose, with the inhabitants, proprietors, or possessors of the ground. And the United States hereby renounce for ever any liberty heretofore enjoyed or claimed by the inhabitants thereof to take, dry, or cure fish, on or within three marine miles of any of the coasts, bays, creeks, or harbours of His Britannic Majesty's Dominions in America, not included within the above-

mentioned limits: provided, however, that the American fishermen shall be admitted to enter such bays or harbours, for the purpose of shelter and of repairing damages therein, of purchasing wood, and of obtaining water, and for no other purpose whatever. But they shall be under such restrictions as may be necessary to prevent their taking, drying, or curing fish therein, or in any other manner whatever abusing the privileges hereby reserved to them.

2. It is agreed that a line drawn from the most north-western point of the Lake of the Woods, along the forty-ninth parallel of north latitude, or, if the said point shall not be in the forty-ninth parallel of north latitude, then that a line drawn from the said point due north or south, as the case may be, until the said line shall intersect the said parallel of north latitude, and from the point of such intersection due west along and with the said parallel, shall be the line of demarcation between the Territories of His Britannic Majesty and those of the United States, and that the said line shall form the southern boundary of the said Territories of His Britannic Majesty; and the northern boundary of the Territories of the United States, from the Lake of the Woods to the Stony Mountains.

3. It is agreed, that any country that may be claimed by either Party on the north-west coast of America, westward of the Stony Mountains, shall, together with its harbours, bays, and creeks, and the navigation of all rivers within the same, be free and open for the term of ten years from the date of the signature of the present Convention, to the vessels, citizens, and subjects of the two Powers: it being well understood, that this agreement is not to be construed to the prejudice of any claim which either of the two high Contracting Parties may have to any part of the said country, nor shall it be taken to affect the claims of any other Power or State to any part of the said country, the only object of the high Contracting Parties, in that respect, being to prevent disputes and differences amongst themselves.

4. All the provisions of the Convention "to regulate the commerce between the Territories of His Britannic Majesty and of the United States," concluded at London, on the 3d day of July, in the year of our Lord 1815, with the exception of the Clause which limited its duration to four years, and excepting also, so far as the same was affected by the Declaration of His Majesty respecting the Island of St. Helena, are hereby extended and continued in force for the term of ten years from the date of the signature of the present Convention, in the same manner as if all the provisions of the said Convention were herein specially recited.

5. Whereas it was agreed by the first Article of the Treaty of Ghent, that "All territory, places, and possessions whatsoever, taken by either Party from the other during the war, or which may be taken after the signing of this Treaty, excepting only the islands hereinafter mentioned, shall be restored without delay, and without causing any destruction, or carrying away any of the artillery or other public property originally captured in the said forts or places, which shall remain therein upon the exchange of the ratifications of this Treaty, or any slaves or other private property;"—and whereas, under the aforesaid Article, the United States claim for their citizens, and as their private property, the restitution of, or full compensation for, all slaves, who, at the date of the exchange of the ratifications of the said Treaty, were, in any territory, places, or possessions whatsoever, directed by the said Treaty to be restored to the United States, but then still occupied by the British forces, whether such slaves were, at the date aforesaid, on shore, or on board any British vessel, lying in waters within the territory or jurisdiction of the United States; and whereas differences have arisen, whether, by the true

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AMERICA,
OR UNITED
STATES.

intent and meaning of the aforesaid Article of the Treaty of Ghent, the United States are entitled to the restitution of, or full compensation for all or any slaves, as above described, the high Contracting Parties hereby agree to refer the said differences to some friendly Sovereign or State, to be named for that purpose; and the high Contracting Parties further engage to consider the decision of such friendly Sovereign or State to be final and conclusive on all the matters referred.

6. This Convention, when the same shall have been duly ratified by His Britannic Majesty and the President of the United States, by and with the advice and consent of their Senate, and the respective ratifications mutually exchanged, shall be binding and obligatory on His Majesty and on the said United States; and the ratifications shall be exchanged in six months from this date, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same, and have thereunto affixed the seal of their arms.

Done at London, this 20th day of October 1818.

Signed

FRED. JOHN ROBINSON, (L.S.)

HENRY GOULBURN, (L.S.)

ALBERT GALLATIN, (L.S.)

RICHARD RUSH, (L.S.)

SARDINIA.

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SARDINIA.

Treaty between
Great Britain
and Sardinia.
Signed at Vienna,
20th May 1815.

1. THE borders of the former States of Genoa, and of the countries called Imperial Fiefs, united to the States of His Majesty the King of Sardinia, according to the following Articles, shall be the same as those which, on the 1st of January 1792, separated those countries from the States of Parma and Placentia, and from those of Tuscany and Massa.

The Island of Capraja, having belonged to the ancient Republic of Genoa, is included in the cession of the States of Genoa to His Majesty the King of Sardinia.

2. The States which constituted the former Republic of Genoa, are united in perpetuity to those of His Majesty the King of Sardinia; to be, like the latter, possessed by Him in full Sovereignty and hereditary property, and to descend, in the male line, in the order of primogeniture, to the two branches of His House, viz. the Royal Branch, and the Branch of Savoy Carignan.

4. The Genoese shall enjoy all the rights and privileges specified in the Act, intituled "A. A. Conditions which are to serve as the bases of the union of the Genoese States to those of His Sardinian Majesty;" and the said Act shall be considered as an integral part of the present Treaty, and shall have the same force and validity as if it were textually inserted in the present Article.

5. The countries called Imperial Fiefs, formerly united to the ancient Ligurian Republic, are definitively united to the States of His Majesty the King of Sardinia, in the same manner as the rest of the Genoese States; and the inhabitants of these countries shall enjoy the same rights and privileges as those of the States of Genoa, specified in the preceding Article.

Done at Vienna, the 20th of May 1815.

Signed

CLANCARTY, (L.S.)

The Marquis de St. MARSAN, (L.S.)

The Count Rossi, (L.S.)

A. A. Conditions which are to serve as the bases of the Union of the Genoese States to those of His Sardinian Majesty.

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4. The free port of Genoa shall be re-established, with the regulations which existed under the ancient Government of Genoa. Every facility shall be given by the King to the transit, through His States, of merchandize proceeding from that free port, under such restrictions as His Majesty shall judge expedient for preventing the said merchandize being illicitly sold or consumed in the interior. It shall be subject only to the usual moderate duty.

15. The King shall preserve to Genoa a Tribunal and a Chamber of Commerce, with the powers actually belonging to those two establishments.

MADAGASCAR.

Robert Townsend Farquhar, Esq. Governor and Commander in Chief, Captain General, Vice-Admiral of the Island of Mauritius and its dependencies :

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MADAGASCAR.

By His Commissioners, Captain Stanfell of the Royal Navy, commanding His Majesty's ship Phaëton, and T. R. Pye, Esq. Assistant-Agent for His Excellency's Government at Madagascar, who are vested with full Powers, and Radama King of Madagascar and its Dependencies, by His Commissioners Ratzalika, Rampoolé Ramanou, and Raciahato — representing the said Radama, and with full Powers from His Majesty—

Treaty between
Great Britain
and Madagascar.
Signed at Tamatave, 23d October 1817.

Have agreed upon the following Articles and Conditions :

1. It is agreed by the Parties to these presents respectively that the mutual confidence, friendship, and brotherhood, which are hereby acknowledged to subsist between the Contracting Parties, shall be maintained and perpetuated for ever.

2. It is agreed, and the two Contracting Parties hereby covenant and agree, that from the date of this Treaty there shall be an entire cessation and extinction through all the Dominions of King Radama, and wherever his influence can extend, of the sale or transfer of slaves or other persons whatever ; to be removed from off the soil of Madagascar into any country, island, or dominion of any other Prince, Potentate, or Power whatever ; and that Radama King of Madagascar will make a proclamation and a law prohibiting all his subjects, or persons depending on him or his dominions, to sell any slave to be transported from Madagascar, or to aid or abet, or assist in any such sale, under penalty that any person so offending shall be reduced to slavery himself.

3. And in consideration of this concession on the part of Radama the King of Madagascar and His nation, and in full satisfaction for the same, and for the loss of revenue thereby incurred by Radama King of Madagascar, the Commissioners on the part of His Excellency the Governor of Mauritius do engage to pay Radama, yearly, the following articles.

1000 dollars in gold.

1000 dollars in silver.

100 barrels of powder of 100 lbs. each.

100 English muskets complete, with accoutrements.

10,000 flints.

400 red jackets.

400 shirts.

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400 pair of trowsers.
 400 pair of shoes.
 400 soldiers' caps.
 400 stocks.
 12 serjeants' swords, regulation, with belts.
 400 pieces of white cloth } India.
 200 pieces of blue cloth }
 A full-dress coat, hat, and boots, all complete, for King Radama ;—and
 Two horses ;

upon a certificate being received that the said laws and regulations and proclamations have been enforced the preceding quarter ; which certificate shall be signed by Radama, and countersigned by the agent of His Excellency Governor Farquhar, resident at the Court of Radama.

4. And further, it is agreed by the Contracting Parties mutually to protect the faithful friend and ally of England, the King of Johanna, from the predatory attacks to which he has been for many years annually exposed from some of the smaller States of the sea-coast of Madagascar ; and to use every means in their power, by their subjects, allies, and dependents, to put a final end to this system of piracy ; and for this purpose, proclamations shall be made by Radama and the Governor of Mauritius, prohibiting all persons whatever from engaging in this piracy ; and these proclamations shall be particularly distributed in the ports and on the sea-coast of Madagascar.

Additional Article.

The Contracting Parties agree in considering this Treaty as provisional, until ratified and confirmed by His Majesty's Ministers on the part of the King of Great Britain ; which Ratification will be forwarded without loss of time to the King of Madagascar (Radama) by His Ambassador to that Court. This formality, however, is not to prevent the stipulations of the Treaty from being carried into full and complete effect from the date hereof.

Done at Tamatave, Island of Madagascar, October 23, 1817.

Signed

FRANCIS STANFELL,
 Captain H. M. S. Phaëton,
 Senior Naval Officer and
 Commissioner.

RATZALIKA for RADAMA.
 RAMPOOLE RAMANOU.
 RACIAHATO.
 RAMALAZA, as Witness.

THOS. R. PYE,
 Agent of the British Government and Commissioner.

TURKEY.

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TURKEY.

Capitulations
 and Articles of
 Peace between
 Great Britain
 and the Ottoman
 Empire, finally
 confirmed by the

SULTAN MEHEMED,

MAY HE LIVE FOR EVER !

" Let every thing be observed in conformity to these Capitulations, and contrary thereto let nothing be done."

THE command, under the sublime and lofty Signet, which imparts sublimity to every place, and under the imperial and noble Cypher, whose glory is renowned throughout all the world, by the Emperor and Conqueror of the earth, achieved with the assistance of the Omnipotent, and by the special grace of God, is this :

We, who by Divine grace, assistance, will, and benevolence, now are the King of Kings of the world, the Prince of Emperors of every age, the Dispenser of Crowns to Monarchs, and the Champion Sultan Mehemed, Son of Sultan Ibrahim Chan, Son of Sultan Ahmed Chan, Son of Sultan Mahomet Chan, Son of Sultan Murad Chan, Son of Sultan Selim Chan, Son of Sultan Solyman Chan, Son of Sultan Selim Chan.

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TURKEY.

Treaty of Peace
concluded at the
Dardanelles in
1809.

The most glorious amongst the great Princes professing the faith of Jesus, and the most conspicuous amongst the Potentates of the nation of the Messiah, and the umpire of public differences that exist between Christian nations, clothed with the mantle of magnificence and majesty, Charles the Second, King of England, Scotland, France, and Ireland (whose end terminate in bliss!) having sent an Ambassador to the Sublime Porte in the time of our grandfather Sultan Murad (whose tomb be ever resplendent!) of glorious memory and full of divine mercy and pity, with professions of friendship, sincerity, devotion, partiality, and benevolence, and demanding that His subjects might be at liberty to come and go into these Parts; which permission was granted to them in the reign of the Monarch aforesaid, in addition to various other special commands, to the end that on coming and going, either by land or sea, in their way, passage, and lodging, they might not experience any molestation or hindrance from any one.

He represented, in the reign of our grandfather Sultan Mehemed Chan (whose tomb be ever resplendent!), to our just and overshadowing Porte His cordial esteem, alliance, sincere friendship, and partiality thereto. As such privilege therefore had been granted to the Kings and Sovereigns of France, Venice and Poland, who profess the most profound devotion for our most eminent throne, and to others between whom and the Sublime Porte there exists a sincere amity and good understanding, so was the same, through friendship, in like manner granted to the said King; and it was granted Him that His subjects and their interpreters might safely and securely come and trade in these our sacred Dominions.

The Capitulations of sublime dignity and our noble commands having been, through friendship, thus granted to the Kings aforesaid, and the Queen of the above-mentioned Kingdoms having heretofore also sent a noble personage with presents to this victorious Porte, which is the refuge and retreat of the Kings of the world, the most exalted place, and the asylum of the Emperors of the universe (which gifts were graciously accepted), and She having earnestly implored the privilege in question, Her entreaties were acceded to, and these our high commands conceded to Her.

1. That the English nation and merchants, and all other merchants sailing under the English flag, with their ships and vessels, and merchandize of all descriptions, shall and may pass safely by sea, and go and come into our Dominions, without any the least prejudice or molestation being given to their persons, property, or effects, by any person whatsoever, but that they shall be left in the undisturbed enjoyment of their privileges, and be at liberty to attend to their affairs.

2. That if any of the English coming into our Dominions by land be molested or detained, such persons shall be instantly released, without any further obstruction being given to them.

3. That English ships and vessels entering the ports and harbours of our Dominions shall and may at all times safely and securely abide and remain therein, and at their free will and pleasure depart therefrom, without any opposition or hindrance from any one.

4. That if it shall happen that any of their ships suffer by stress of weather and not be provided with necessary stores and requisites, they shall be as-

sisted by all who happen to be present, whether the crews of our imperial ships, or others, both by sea and land.

5. That being come into the ports and harbours of our Dominions, they shall and may be at liberty to purchase at their pleasure, with their own money, provisions and all other necessary articles, and to provide themselves with water, without interruption or hindrance from any one.

6. That if any of their ships be wrecked upon any of the coasts of our Dominions, all Beys, Cadis, Governors, Commandants, and others our servants, who may be near or present, shall give them all help, protection, and assistance, and restore to them whatsoever goods and effects may be driven ashore; and in the event of any plunder being committed, they shall make diligent search and inquiry to find out the property, which, when recovered, shall be wholly restored by them.

7. That the merchants, interpreters, brokers and others, of the said nation shall and may, both by sea and land, come into our Dominions, and there trade with the most perfect security; and in coming and going, neither they nor their attendants shall receive any the least obstruction, molestation, or injury, either in their persons or property, from the beys, cadis, sea-captains, soldiers, and others our slaves.

8. That if an Englishman, either for his own debt, or as surety for another, shall abscond, or become bankrupt, the debt shall be demanded from the real debtor only; and unless the creditor be in possession of some security given by another, such person shall not be arrested, nor the payment of such debt be demanded of him.

9. That in all transactions, matters, and business occurring between the English and merchants of the countries to them subject, their attendants, interpreters, and brokers, and any other persons in our Dominions, with regard to sales and purchases, credits, traffic, or security, and all other legal matters, they shall be at liberty to repair to the judge, and there make a hoget, or public authentic act, with witness, and register the suit, to the end that if in future any difference or dispute shall arise, they may both observe the said register and hoget; and when the suit shall be found conformable thereto, it shall be observed accordingly.

Should no such hoget, however, have been obtained from the judge, and false witnesses only are produced, their suit shall not be listened to, but justice be always administered according to the legal hoget.

10. That if any shall calumniate an Englishman, by asserting that he hath been injured by him, and producing false witnesses against him, our judges shall not give ear unto them, but the cause shall be referred to his Ambassador, in order to his deciding the same, and that he may always have recourse to his protection.

11. That if an Englishman, having committed an offence, shall make his escape, no other Englishman, not being security for him, shall, under such pretext, be taken or molested.

12. That if an Englishman, or subject of England, be found to be a slave in our States, and be demanded by the English Ambassador or Consul, due inquiry and examination shall be made into the causes thereof, and such person being found to be English, shall be immediately released, and delivered up to the Ambassador or Consul.

13. That all Englishmen, and subjects of England, who shall dwell or reside in our dominions, whether they be married or single, artisans or merchants, shall be exempt from all tribute.

14. That the English Ambassadors shall and may, at their pleasure, establish Consuls in the ports of Aleppo, Alexandria, Tripoli, Barbary, Tunis, Tripoli of Syria and Barbary, Scio, Smirna, and Egypt, and in like manner remove them, and appoint others in their stead, without any one opposing them.

15. That in all litigations occurring between the English, or subjects of England, and any other person, the judges shall not proceed to hear the cause without the presence of an interpreter, or one of his deputies.

16. That if there happen any suit, or other difference or dispute, amongst the English themselves, the decision thereof shall be left to their own Ambassador or Consul, according to their custom, without the judge or other governors our slaves intermeddling therein.

17. That our ships and galleys, and all other vessels, which may fall in with any English ships in the seas of our dominions, shall not give them any molestation, nor detain them by demanding any thing, but shall show good and mutual friendship the one to the other, without occasioning them any prejudice.

18. That all the Capitulations, privileges, and Articles, granted to the French, Venetian, and other Princes, who are in amity with the Sublime Porte, having been in like manner, through favour, granted to the English, by virtue of our special command, the same shall be always observed according to the form and tenor thereof, so that no one in future do presume to violate the same, or act in contravention thereof.

19. That if the corsairs or galliots of the Levant shall be found to have taken any English vessels, or robbed or plundered them of their goods and effects, also if any one shall have forcibly taken any thing from the English, all possible diligence and exertion shall be used and employed for the discovery of the property, and inflicting condign punishment on those who may have committed such depredations; and their ships, goods, and effects shall be restored to them without delay or intrigue.

20. That all our Beglerbeys, imperial and private Captains, Governors, Commandants, and other Administrators, shall always strictly observe the tenor of these imperial Capitulations, and respect the friendship and correspondence established on both sides, every one in particular taking special care not to let any thing be done contrary thereto; and as long as the said Monarch shall continue to evince true and sincere friendship, by a strict observance of the Articles and conditions herein stipulated, these Articles and conditions of Peace and friendship shall, in like manner, be observed and kept on our part. To the end therefore, that no act might be committed in contravention thereof, certain clear and distinct Capitulations were conceded in the reign of our late grandfather, of happy memory (whose tomb be ever resplendent !)

Since which, in the time of our said grandfather, of happy memory, Sultan Ahmed (whose tomb be blessed !), James, King of England, sent an Ambassador with letters and presents (which were accepted), and requested that the friendship and good understanding which existed between Him and the Porte in the days of our grandfather, of happy memory, as also the stipulations and conditions of the august Capitulations, might be ratified and confirmed, and certain Articles added thereto; which request being represented to the imperial throne, express commands were given, that in consideration of the existing friendship and good understanding, and in conformity to the Capitulations conceded to other Princes in amity with the Sublime Porte,

the Articles and stipulations of the sacred Capitulations should be renewed and confirmed, and the tenor thereof be for ever observed; and amongst the Articles added to the Capitulations conceded by the command aforesaid, at the request of the said King, were the following :

21. That duties shall not be demanded or taken of the English, or the merchants sailing under the flag of that nation, on any piastres and sequins they may import into our sacred Dominions, or on those they may transport to any other place.

22. That our Beglerbeys, judges, defterdars, and masters of the mint, shall not interpose any hindrance or obstacle thereto, by demanding either dollars or sequins from them, under the pretence of having them recoined and exchanged into other money, nor shall give them any molestation or trouble whatever with regard thereto.

23. That the English nation, and all ships belonging to places subject thereto, shall and may buy, sell, and trade in our sacred dominions, and (except arms, gunpowder, and other prohibited commodities) load and transport in their ships every kind of merchandize, at their own pleasure, without experiencing any the least obstacle or hindrance from any one; and their ships and vessels shall and may at all times safely and securely come, abide, and trade in the ports and harbours of our sacred dominions, and with their own money buy provisions and take in water, without any hindrance or molestation from any one.

24. That if an Englishman, or other subject of that nation, shall be involved in any lawsuit, or other affair connected with law, the judge shall not hear nor decide thereon until the Ambassador, Consul, or Interpreter shall be present; and all suits exceeding the value of 4000 aspers shall be heard at the Sublime Porte, and no where else.

25. That the Consuls appointed by the English Ambassador in our sacred dominions, for the protection of their merchants, shall never, under any pretence, be imprisoned, nor their houses sealed up, nor themselves sent away; but all suits or differences in which they may be involved shall be represented to our Sublime Porte, where their Ambassadors will answer for them.

26. That in case any Englishman, or other person subject to that nation, or navigating under its flag, should happen to die in our sacred dominions, our fiscal and other officers shall not, upon pretence of its not being known to whom the property belongs, interpose any opposition or violence, by taking or seizing the effects that may be found at his death, but they shall be delivered up to such Englishman, whoever he may be, to whom the deceased may have left them by his will: and should he have died intestate, then the property shall be delivered up to the English Consul, or his representative, who may be there present: and in case there be no Consul, or consular representative, they shall be sequestered by the judge, in order to his delivering up the whole thereof, whenever any ship shall be sent by the Ambassador to receive the same.

27. That all the privileges and other liberties already conceded, or hereafter to be conceded to the English, and other subjects of that nation sailing under their flag, by divers imperial commands, shall be always obeyed, and observed, and interpreted in their favour, according to the tenor and true intent and meaning thereof; neither shall any fees be demanded by the fiscal officers and judges in the distribution of their property and effects.

28. That the Ambassadors and Consuls shall and may take into their service any janizary or interpreter they please, without any other janizary, or other of our slaves, intruding themselves into their service against their will and consent.

29. That no obstruction or hindrance shall be given to the Ambassadors, Consuls, and other Englishmen, who may be desirous of making wine in their own houses, for the consumption of themselves and families; neither shall the janizaries our slaves, or others, presume to demand or exact any thing from them, or do them any injustice or injury.

30. That the English merchants having once paid the customs at Constantinople, Aleppo, Alexandria, Scio, Smirna, and other ports of our sacred Dominions, not an asper more shall be taken or demanded from them at any other place, nor shall any obstacle be interposed to the exit of their merchandize.

31. That having landed the merchandize imported by their ships into our sacred dominions, and paid in any port the customs thereon, and being obliged, from the impossibility of selling the same there, to transport them to another port, the commandants or governors shall not, on the landing of such merchandize, exact from them any new custom or duty thereon, but shall suffer them, freely and unrestrictedly, to trade, without any molestation or obstruction whatsoever.

32. That no excise or duty on animal food shall be demanded of the English, or any subjects of that nation.

33. That differences and disputes having heretofore arisen between the Ambassadors of the Queen of England and King of France, touching the affair of the Flemish merchants, and both of them having presented memorials at our Imperial stirrup, praying that such of the said merchants as should come into our sacred Dominions might navigate under their flag, hattisheriffs were granted to both parties; but the Captain Pacha, Sinan, the son of Cigala, now deceased, who was formerly Vizier, and well versed in maritime affairs, having represented that it was expedient that such privilege should be granted to the Queen of England, and that the Flemish merchants should place themselves under Her flag, as also the merchants of the four provinces of Holland, Zealand, Friesland, and Guelderland, and all the other Viziers being likewise of opinion that they should all navigate under the Queen's flag, and like all the other English, pay the consulage and other duties, as well on their own merchandize as on those of others loaded by them in their ships, to the Queen's Ambassadors or Consuls, it was, by express order and Imperial authority, accordingly commanded, that the French Ambassador or Consul should never hereafter oppose or intermeddle herein, but in future act conformably to the tenor of the present Capitulation.

After which, another Ambassador arrived from the said Queen, with the gifts and presents sent by Her, which being graciously accepted, the said Ambassador represented that the Queen desired that certain other privileges might be added to the Imperial Capitulations, whereof he furnished a list, one of which was, that certain Capitulations having been granted in the days of our grandfather, of happy memory (whose tomb be ever blessed!) to the end that the merchants of Spain, Portugal, Ancona, Sicily, Florence, Catalonia, Flanders, and all other merchant-strangers, might go and come to our sacred Dominions, and manage their trade, it was stipulated, in such Capitulations, that they should be at liberty to appoint Consuls; but each Nation being unable to defray the charge and maintenance of a Consul, they were

left at liberty to place themselves under the flag of any of the Kings in peace and amity with the Sublime Porte, and to have recourse to the protection of any of their Consuls, touching which privilege divers commands and Capitulations were repeatedly granted; and the said merchants having, by virtue thereof, chosen to navigate under the English flag, and to have recourse in our harbours to the protection of the English Consuls, the French Ambassadors contended that the said merchant-strangers were entitled to the privilege of their Capitulations, and forced them to have recourse in all ports to their Consuls, which being represented by the said Nations to our august Tribunal, and their Cause duly heard and decided, they were, for a second time, left to their free choice; when again having recourse to the protection of the English Ambassadors and Consuls, they were continually molested and opposed by the French Ambassador, which being represented by the English, with a request that we would not accept the Articles added to the French Capitulations respecting the nations of merchant-strangers, but that it should be again inserted in the Capitulations, that the said nations should, in the manner prescribed, have recourse to the protection of the English Consuls, and that hereafter they should never be vexed or molested by the French on this point, it was, by the Imperial authority, accordingly commanded that the merchants of the Countries aforesaid, should, in the manner prescribed, have recourse to the protection of the English Ambassadors and Consuls, conformably to the Imperial commands to them conceded, and which particular was again registered in the Imperial Capitulations, viz. that there should never be issued any commands, contrary to the tenor of these Capitulations, which might tend to the prejudice or breach of our sincere friendship and good understanding; but that on such occasions the Cause thereof should first be certified to the Ambassador of England residing at our Sublime Porte, in order to his answering and objecting to any thing that might tend to a breach of the Articles of peace.

34. That the English merchants, and other subjects of that nation, shall and may, according to their condition, trade at Aleppo, Egypt, and other ports of our sacred Dominions, on paying (according to ancient custom) a duty of three per cent. on all their merchandize, without being bound to the disbursement of an asper more.

35. That, in addition to the duty hitherto uniformly exacted on all merchandize, laden, imported, and transported in English ships, they shall also pay the whole of the consulage to the English Ambassadors and Consuls.

36. That the English merchants, and all others sailing under their flag, shall and may, freely and unrestrictedly, trade and purchase all sorts of merchandize (prohibited commodities alone excepted), and convey them, either by land or sea, or by way of the river Tanais, to the countries of Muscovy or Russia, and bring back from thence other merchandize into our sacred Dominions, for the purposes of traffic, and also transport others to Persia and other conquered countries.

37. That such customs only shall be demanded on the said goods in the conquered countries as have always been received there, without any thing more being exacted.

38. That should the ships bound for Constantinople be forced by contrary winds to put into Caffa, or any other place of those parts, and not be disposed to buy or sell any thing, no one shall presume forcibly to take out or seize any part of their merchandize, or give to the ships or crews any molestation, or obstruct the vessels that are bound to those ports; but our governors shall always protect and defend them, and all their crews, goods,

and effects, and not permit any damage or injury to be done to them : and should they be desirous of purchasing, with their own money, any provisions in the places where they may happen to be, or of hiring any carts or vessels (not before hired by others), for the transportation of their goods, no one shall hinder or obstruct them therein.

39. That custom shall not be demanded or taken on the merchandize brought by them in their ships to Constantinople, or any other port of our sacred Dominions, which they shall not, of their own free will, land with a view to sale.

40. That on their ships arriving at any port, and landing their goods and merchandizes, they shall and may, after having paid their duties, safely and securely depart, without experiencing any molestation or obstruction from any one.

41. That English ships coming into our sacred Dominions, and touching at the ports of Barbary and of the western coast, used oftentimes to take on board pilgrims and other Turkish passengers, with the intention of landing them at Alexandria, and other ports of our sacred Dominions ; on their arrival at which ports the commandants and governors demanded of them customs on the whole of their goods before they were landed, by reason of which outrage they have forborne receiving on board any more pilgrims ; the more so as they were forced to take out of the ships that were bound to Constantinople the merchandize destined for other places, besides exacting the duties on those that were not landed : all English ships, therefore, bound to Constantinople, Alexandria, Tripoli of Syria, Scanderoon, or other ports of our sacred Dominions, shall in future be bound to pay duties, according to custom, on such goods only as they shall, of their own freewill, land with a view to sale ; and for such merchandize as they shall not discharge, no custom or duty shall be demanded of them, neither shall the least molestation or hindrance be given to them, but they shall and may freely transport them wherever they please.

42. That in case any Englishman, or other person navigating under their flag, should happen to commit manslaughter, or any other crime, or be thereby involved in a lawsuit, the governors in our sacred Dominions shall not proceed to the cause until the Ambassador or Consul shall be present, but they shall hear and decide it together without their presuming to give them any the least molestation, by hearing it alone, contrary to the holy law and these Capitulations.

43. That notwithstanding it is stipulated by the Imperial Capitulations, that the merchandize laden on board all English ships proceeding to our sacred Dominions shall moreover pay consulage to the Ambassador or Consul for those goods on which customs are payable, certain Mahometan merchants, Sciots, Franks, and ill-disposed persons, object to the payment thereof ; wherefore it is hereby commanded, that all the merchandize, unto whomsoever belonging, which shall be laden on board their ships, and have been used to pay custom, shall in future pay the consulage, without any resistance or opposition.

44. That the English and other merchants navigating under their flag, who trade to Aleppo, shall pay such customs and other duties on the silks, brought and laden by them on board their ships, as are paid by the French and Venetians, and not one asper more.

45. That the Ambassadors of the King of England, residing at the Sublime Porte, being the representatives of His Majesty, and the interpreters the

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representatives of the Ambassadors for such matters, therefore, as the latter shall translate or speak, or for whatever sealed letter or memorial they may convey to any place in the name of their Ambassador, it being found, that that which they have interpreted or translated is a true interpretation of the words and answers of the Ambassador or Consul, they shall be always free from all imputation of fault or punishment; and in case they shall commit any offence, our judges and governors shall not reprove, beat, or put any of the said interpreters in prison, without the knowledge of the Ambassador or Consul.

46. That in case any of the interpreters shall happen to die, if he be an Englishman proceeding from England, all his effects shall be taken possession of by the Ambassador or Consul; but should he be a subject of our Dominions, they shall be delivered up to his next heir; and having no heir, they shall be confiscated by our fiscal officers.

And it was expressly commanded and ordained, that the above-mentioned Articles and privileges should in future be strictly observed and performed, according to the form and tenor thereof.

Since which time, an ambassador from the King of England came to the Sublime Porte, and represented that laws had been oftentimes promulgated contrary to the tenor of the sacred Capitulations, which being produced without their knowledge to our judges, and the dates of such laws being posterior to those of our Capitulations, the latter could not be carried into execution; his Sovereign therefore wished that such laws might not be executed, but that the Imperial Capitulations should be always observed and maintained according to the form and tenor thereof; all which being represented to the Imperial Throne, such request was acceded to, and conformably thereto, it was expressly ordained and commanded, that all such laws as already had been, or should thereafter be promulgated contrary to the tenor of these Imperial Capitulations, should, when pleaded or quoted before our judges, never be admitted or carried into execution, but that the said judges should ever obey and observe the tenor of the Imperial Capitulations. In the time of our glorious forefathers and most august predecessors, of happy memory, therefore, clear and distinct Capitulations were granted, which annulled such laws, and directed them to be taken from those who produced them.

After which, Sultan Osman Chan having ascended the Imperial Throne, the King of England sent another Ambassador, with letters and presents, which were graciously accepted, requesting that the Imperial Capitulations granted in splendid and happy times, by the singular justice of our glorious forefathers, and by them confirmed and granted, might be renewed.

And some time after His august coronation, the King of England again sent unto this Sublime Porte one of His most distinguished and wise personages as His Ambassador, with a letter and presents, which were graciously accepted, professing and demonstrating the most sincere friendship for the said Porte; and the said Ambassador having desired, on the part of the King, that the Capitulations granted in the happy time of our glorious forefathers and august predecessors, as also those granted by the aforesaid Sultan, might be renewed and confirmed, and certain important and necessary Articles added to the Imperial Capitulations, and that others already granted might be amended and more clearly expressed; such his request was acceded to, and the Imperial Capitulations granted in the time of our most glorious and august forefathers were confirmed, the Articles and stipulations renewed, and the conditions and Conventions observed. Whereupon express commands were given that the tenor of the sacred Capitulations should be strictly performed, and that no one should presume to contravene the same.

And the said Ambassador having represented and notified to the Sublime Throne, that governors and commandants of many places had, contrary to the tenor of the Imperial Capitulations, molested and vexed with various inventions and innovations the English and other merchants, subjects of that nation, trading to these our sacred Dominions, and desired that they might be prohibited from so doing, and some new Articles be added to the Imperial Capitulations, an Imperial order was accordingly granted, whereby it was expressly commanded, that the Articles newly added should be for ever strictly executed, without any one ever presuming to violate the same.

47. That whereas the corsairs of Tunis and Barbary having, contrary to the tenor of the Capitulations and our Imperial licence, molested the merchants and other subjects of the King of England, as also those of other Kings in amity with the Sublime Porte, and plundered and pillaged their goods and property, it was expressly ordained and commanded, that the goods so plundered should be restored, and the captives released; and that if after such commands the Tunisians and Algerines should, contrary to the tenor of our Capitulations, again molest the said merchants, and pillage their goods and property, and not restore the same, but convey them to the countries and ports of our sacred Dominions, and especially to Tunis, Barbary, Modon, or Coron, the beglerbays, governors, and commandants of such places should, in future, banish and punish them, and not permit them to sell the same.

48. That it is written and registered in the Capitulations, that the governors and officers of Aleppo, and other ports of our sacred Dominions, should not, contrary to the tenor of the said Capitulations, forcibly take from the English merchants any money for their silk, under the pretence of custom or other duty, but that the said merchants should pay for the silk by them purchased at Aleppo, the same as the French and Venetians do, and no more. Notwithstanding which, the commandants of Aleppo have, under colour of custom and duty, demanded two and a half per cent. for their silk, and thereby taken their money: wherefore We command that this matter be investigated and inquired into, in order that such money may be refunded to them by those who have taken the same; and for the future, the duty exacted from them shall be according to ancient custom, and as the Venetians and French were accustomed to pay, so that not a single asper more be taken by any new imposition.

49. That the merchants of the aforesaid nation, resident at Galata, buy and receive divers goods, wares, and merchandizes, and after having paid to our customer the duties thereon, and received a tescaré, ascertaining their having paid the same, preparatory to loading such goods in due time on board their ships, it sometimes happens that, in the interim, the customer either dies, or is removed from his situation, and his successor will not accept of the said tescaré, but demands a fresh duty from the said merchants, thereby molesting them in various ways; wherefore We do command, that on its really and truly appearing that they have once paid the duties on the goods purchased, the customer shall receive the said tescaré without demanding any fresh duty.

50. That the merchants of the aforesaid nation, after having once paid the duties, and received the tescaré, for the camlets, mohair, silk, and other merchandize, purchased by them at Angora, and transported to Constantinople and other ports of our sacred Dominions, and having deposited such goods in their own warehouses, have been again applied to for duties thereon; We do therefore hereby command that they shall no longer be molested or

vexed on that head, but that when the said merchants shall be desirous of loading such goods on board their ships, and on its appearing by the tescaré that they have already paid the duties thereon, no fresh custom or duty shall be demanded for the said goods, provided that the said merchants do not blend or intermix the goods which have not paid custom with those which have.

51. That the merchants of the aforesaid nation, having once paid the customs on the merchandize imported into Constantinople, and other ports of our sacred Dominions, and on those exported therefrom, as silks, camlets, and other goods, and being unable to sell the said goods, are under the necessity of transporting them to Smirna, Scio, and other ports; on their arrival there the governors and custom-house officers of such ports shall always accept their tescarés, and forbear exacting any further duty on the said merchandize.

52. That for the goods which the merchants of the nation aforesaid shall bring to Constantinople, and other ports of our sacred Dominions, and for those they shall export from the said places, the Mastariagi of Galata and Constantinople shall take their mastaria, according to the old canon and ancient usage, that is to say, for those merchandizes only whereon it was usually paid; but for such merchandizes as have not been accustomed to pay the same, nothing shall be taken contrary to the said canon, neither shall any innovations be made in future with regard to English merchandize, nor shall one asper more be taken than is warranted by custom.

53. That the merchants of the aforesaid nation shall and may always come and go into the ports and harbours of our sacred Dominions, and trade, without experiencing any obstacle from any one, with the cloths, kersies, spice, tin, lead, and other merchandize they may bring, and, with the exception of prohibited goods, shall and may, in like manner, buy and export all sorts of merchandize, without any one presuming to prohibit or molest them; and our customers and other officers, after having received the duties thereon, according to ancient custom and the tenor of these sacred Capitulations, shall not demand of them any thing more, touching which point, certain clear and distinct Capitulations were granted, to the end that the beglerbeys and other commandants, our subjects, as also the commandants and lieutenants of our harbours, might always act in conformity to these our Imperial commands, and let nothing be done contrary thereto.

After which, in the time of our uncle, deceased, blessed and translated to Paradise, Sultan Murad Chan (whose tomb be ever resplendent!), the aforesaid King of England sent Sir Sackville Crow, Baronet, as His Ambassador, with a letter and presents, which were graciously accepted; but the time of his embassy being expired, another Ambassador, named Sir Thomas Bendish, arrived, to reside at the Porte in his stead, with His presents, and a courteous letter, professing the utmost friendship, devotion, and sincerity; and the said Ambassador having brought the Capitulations formerly granted to the English, and requested they might be renewed according to custom, he represented the damage and injury sustained by the English, contrary to the tenor of various Articles of the Capitulations, viz.

That before the English merchants repaired to the Custom-house, some one went on board the ship, and forcibly took out their goods; and before any price could be fixed on the best and most valuable articles, or the accounts made out, he took and carried them away; and that the said merchants having punctually paid the duties thereon in one port, and being desirous of transporting the same goods to another port, the customer detained them, and would not suffer them to depart until they had paid the

duties a second time: and whereas it is specified in the Capitulations, that in all suits wherein the English are parties, our judges are not to hear or decide the same, unless their Ambassador or Consul be present; notwithstanding which, our judges, without the knowledge of their Ambassador, have proceeded to imprison and exact presents from the English merchants, and other subjects of that nation, besides being guilty of other oppressions: And whereas it is further ordered in the Capitulations, that no duties shall be taken on such sequins and piastres as by the English merchants shall be brought in or carried out of our Imperial Dominions, and that a duty of three per cent. only shall be demanded on their goods; notwithstanding which, the customers have exacted duties on the sequins and dollars, and demanded more duties than were due on the silk bought by them, besides demanding six per cent. on the goods transported from Alexandria to Aleppo, which abuses were heretofore rectified by an express hattisherif; notwithstanding which, the English merchants still continued to experience some molestation, by the customers valuing their goods at more than they were worth, so that although it was the custom to receive but three per cent. only, the latter exacted six per cent. from them, and the servants of the custom-house, under colour of certain petty charges, took from them various sums of money, and that a greater number of waiters were put on board their ships than usual, the expences attending which were a great burthen to the merchants and masters of ships who sustained it:

That the customers, desirous to value goods at more than their worth, were not satisfied with the merchants paying them duties on the said goods at the rate of three per cent., but interposed numerous difficulties and obstacles:

The said Ambassador having requested therefore that such abuses might be rectified, and the laws of the Imperial Capitulations be duly executed, his request was represented to the Imperial Throne, when We were graciously pleased to order:

54. That the English merchants having once paid the duties on their merchandize, at the rate of three per cent. and taken them out of their ship, no one shall demand or exact from them any thing more without their consent: and it was moreover expressly commanded, that the English merchants should not be molested or vexed in manner aforesaid, contrary to the Articles of the Capitulations.

Since which, another Ambassador of the King of England, Sir Heneage Finch, Knight, Earl of Winchelsea, Viscount Maidstone, and Baron Fitzherbert of Eastwell, arrived to reside at the Sublime Porte, with presents and a courteous letter, demonstrating His sincere friendship, and professing the utmost cordiality and devotion; which Ambassador also presented the Capitulations and requested that the most necessary and important Articles thereof might be renewed and confirmed, according to custom, which request was graciously acceded to, and the desired privileges granted to him, viz.

55. That the Imperial fleet, galleys, and other vessels, departing from our sacred Dominions, and falling in with English ships at sea, shall in no wise molest or detain them, nor take from them any thing whatsoever, but always show to one another good friendship, without occasioning them the least damage or injury; and notwithstanding it is thus declared in the Imperial Capitulations, the said English ships are still molested by the ships of the Imperial fleet, and by the Beys and Captains who navigate the seas, as also by those of Algiers, Tunis, and Barbary, who, falling in with them

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whilst sailing from one port to another, detain them for the mere purpose of plunder, under colour of searching for enemy's property, and under that pretence prevent them from prosecuting their voyage; now We do hereby expressly command, that the provisions of the old canon be executed at the castles and in the ports only, and no where else, and that they shall no longer be liable to any further search or exaction at sea, under colour of search or examination.

56. That the said Ambassador having represented that our customers, after having been fully paid the proper duties by the English merchants on their goods, delayed, contrary to the Articles and stipulations of the Capitulations, to give them the tescarés of the goods for which they had already received the duty, with the sole view of oppressing and doing them injustice: We do hereby strictly command that the said customers do never more delay granting them the tescarés, and the goods whereon they have once paid the duty being transported to another port, in consequence of no opportunity of sale having occurred in the former port, entire credit shall be given to the tescarés, ascertaining the payment already made, agreeably to the Capitulations granted to them, and no molestation shall be given to them, nor any new duty demanded.

57. That notwithstanding it is stipulated by the Capitulations that the English merchants, and other subjects of that nation, shall and may, according to their rank and condition, trade to Aleppo, Egypt, and other parts of our Imperial Dominions, and for all their goods, wares, and merchandize pay a duty of three per cent. only, and nothing more, according to ancient custom, the customers have molested the English merchants, with a view to oppress them and the subjects of that nation, on their arrival with their goods laden on board their ships, whether conveyed by sea or land, at our ports and harbours, under pretence of the goods so brought by them not belonging to the English; and that for goods brought from England they demanded three per cent. only, but for those brought by them from Venice and other ports, they exacted more; wherefore, on this point, let the Imperial Capitulations granted in former times be observed, and our governors and officers in nowise permit or consent to the same being infringed.

58. That whereas it is specified in the Capitulations, that in case an Englishman should become a debtor or surety, and run away or fail, the debt shall be demanded of the debtor; and if the creditor be not in possession of some legal document given by the surety, he shall not be arrested, nor such debt be demanded of him; should an English merchant, resident in another country, with the sole view of freeing himself from the payment of a debt, draw a bill of exchange upon another merchant living in Turkey, and the person to whom the same is payable, being a man of power and authority, should molest such merchant who had contracted no debt to the drawer, and oppress him, contrary to law and the sacred Capitulations, by contending that the bill was drawn upon him, and that he was bound to pay the debt of the other merchant; now We do hereby expressly command, that no such molestation be given in future, but if such merchant shall accept the bill, they shall proceed in manner and form therein pointed out; but should he refuse to accept it, he shall be liable to no further trouble.

59. That the interpreters of the English Ambassadors, having always been free and exempt from all contributions and impositions whatever, respect shall in future be paid to the Articles of the Capitulations stipulated in

ancient times, without the fiscal officers intermeddling with the effects of any of the interpreters who may happen to die; which effects shall be distributed amongst his heirs.

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60. That the aforesaid King, having been a true friend of our Sublime Porte, His Ambassador, who resides here, shall be allowed ten servants, of any nation whatsoever, who shall be exempt from impositions, and in no manner molested.

61. That if any Englishman should turn Turk, and it should be represented and proved, that besides his own goods, he has in his hands any property belonging to another person in England, such property shall be taken from him, and delivered up to the Ambassador or Consul that they may convey the same to the owner thereof.

The Ambassador of the aforesaid King, who resided in our Sublime Porte, being dead, Sir John Finch, Knight, a prudent man, was sent as Ambassador to the Imperial Throne, and to reside at our Sublime Porte, with a letter and presents, which, on arrival and presentation to our glorious and imperial presence, were graciously accepted; and the said Ambassador, having brought with him the sacred Capitulations, heretofore granted by our August Person, and represented to Us, on the part of the aforesaid King, His Majesty's desire that they should be renewed and confirmed, according to custom, and certain new Articles added to them; to which request We most graciously acceded, by commanding that such Additional Articles be registered in the Imperial Capitulations, of which one was the Imperial command, to which was affixed the hattisherif, that is, the hand of our deceased glorious father, absolved by God, Sultan Ibrahim (whose soul rest in glory and divine mercy!), in the year 1053—to wit:

62. That for every piece of cloth, called Londra, which, from ancient times, was always brought by the English ships to Alexandria, there should be taken in that place a duty of forty paras, for every piece of kersey six paras, for every bale of hare-skins six paras, and for every quintal of tin and lead, Damascus weight, fifty-seven paras and a half.

63. That on afterwards transporting the said goods from Alexandria to Aleppo there should be demanded, by the custom-house officers of Aleppo, for every piece of Londra eighty paras, for a piece of kersey eight paras and two aspers, for every bundle of hare-skins eight paras and two aspers, and for every Aleppo weight of tin and lead, one para.

64. That on the goods purchased by the aforesaid nation at Aleppo, there should be paid for transport duty, on every bale of unbleached linen, cordovans, and chorasani-hindi, two dollars and a half, for every bale of cotton yarn one dollar and a quarter, for every bale of galls one quarter, for every bale of silk ten osmans; and for rhubarb and other trifles, and various sorts of drugs, according to a valuation to be made by the appraiser, there should be taken a duty of three per cent.

65. That on carrying the said goods to Alexandria, and there loading them on board their ships, there should be taken for transport duty, on every bale of unbleached linen and cordovans one dollar and a half, for every bale of chorasani-hindi and cotton yarn three quarters, for every bale of galls one quarter; and for rhubarb and other trifles, and various sorts of drugs, after a valuation made thereof, there should be taken three quarters of a piastre; and that for the future no demand whatever to the contrary should be submitted to.

66. That all commands issued by the chamber contrary to the above mentioned Articles should not be obeyed ; but for the future, every thing be observed conformably to the tenor of the Capitulations and the Imperial Signet.

67. It being stipulated by the Capitulations that the English merchants shall pay a duty of three per cent. on all goods by them imported and exported, without being bound to pay an asper more ; and disputes having arisen with the customers on this head, they shall continue to pay duty as heretofore paid by them, at the rate of three per cent. only, neither more nor less.

68. That for the London and other cloths manufactured in England, whether fine or coarse, and of whatsoever price, imported by them into the ports of Constantinople and Galata, there shall be taken, according to the ancient canons, and as they have always hitherto paid, one hundred and forty-four aspers, computing the dollar at eighty aspers, and the leone at seventy, and nothing more shall be exacted from them ; but the cloths of Holland and other countries, viz. serges, Londrina scarlets, and other cloths, shall pay, for the future, that which hitherto has been the accustomed duty ; and at Smirna likewise shall be paid according to ancient custom, calculated in dollars and leones, for every piece of London or other cloth of English fabric, whether fine or coarse, one hundred and twenty aspers, without an asper more being demanded, or any innovation being made therein.

69. It being registered in the Imperial Capitulations, that all suits wherein the English are parties, and exceeding the sum of four thousand aspers, shall be heard in our Sublime Porte, and no where else :

That if at any time the commanders and governors should arrest any English merchant, or other Englishman, on the point of departure by any ship, by reason of any debt or demand upon him, if the consul of the place will give bail for him, by offering himself as surety until such suit shall be decided in our Imperial Divan, such person so arrested shall be released, and not imprisoned or prevented from prosecuting his voyage, and they who claim any thing from him shall present themselves in our Imperial Divan, and there submit their claims, in order that the Ambassador may furnish an answer thereto. With regard to those for whom the Consul shall not have given bail, the commandant may act as he shall think proper.

70. That all English ships coming to the ports of Constantinople, Alexandria, Smirna, Cyprus, and other ports of our sacred Dominions, shall pay three hundred aspers for anchorage duty, without an asper more being demanded from them.

71. That should any Englishman coming with merchandize turn Turk, and the goods so imported by him be proved to belong to merchants of his own country, from whom he had taken them, the whole shall be detained, with the ready money, and delivered up to the Ambassador, in order to his transmitting the same to the right owners, without any of our judges or officers interposing any obstacle or hindrance thereto.

72. That no molestation shall be given to any of the aforesaid nation buying camlets, mohairs, or grogram yarn, at Angora and Beghbazar, and desirous of exporting the same from thence, after having paid the duty of three per cent. by any demand of customs for the exportation thereof, neither shall one asper more be demanded of them.

73. That should any suit be instituted by an English merchant for the amount of a debt, and the same be recovered by means of the assistance of a chiaux, he shall pay him out of the money recovered two per cent. and what is usually paid for fees in the mehkemé, or court of justice, and not an asper more.

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74. That the King, having always been a friend to the Sublime Porte, out of regard to such good friendship, His Majesty shall and may, with His own money, purchase for His own kitchen, at Smirna, Salonica, or any other port of our Sacred Dominions, in fertile and abundant years, and not in times of dearth or scarcity, two cargoes of figs and raisins, and after having paid a duty of three per cent. thereon, no obstacle or hindrance shall be given thereto.

75. That it being represented to Us that the English merchants have been accustomed hitherto to pay no custom or scale duty, either on the silks bought by them at Brussa and Constantinople, or on those which come from Persia and Georgia, and are purchased by them at Smirna from the Armenians; if such usage or custom really exists, and the same be not prejudicial to the Empire, such duty shall not be paid in future. And the said Ambassador having requested that the foregoing Articles might be duly respected, and added to the Imperial Capitulations, his request was acceded to; therefore, in the same manner as the Capitulations were heretofore conceded by our Imperial hattisherif, so are they now in like manner renewed by our Imperial command; wherefore, in conformity to the Imperial Signet, We have again granted these sacred Capitulations, which We command to be observed, so long as the said King shall continue to maintain that good friendship and understanding with our Sublime Porte, which was maintained in the happy time of our glorious ancestors, which friendship We, on our part, accept; and adhering to these Articles and stipulations, We do hereby promise and swear, by the one Omnipotent God, the Creator of heaven and earth, and of all creatures, that We will permit nothing to be done or transacted contrary to the tenor of the Articles and stipulations heretofore made, and these Imperial Capitulations; and accordingly every one is to yield implicit faith and obedience to this our Imperial Signet, affixed in the middle of the month of Gamaziel, in the year 1086 (corresponding with the year of our Lord 1675.)

In the Name of the Most Merciful God. The object of this faithful and authentic instrument is as follows:—

Notwithstanding the appearances of a misunderstanding between the Court of Great Britain and the Sublime Ottoman Porte, consequent upon the occurrences of the moment, the two Powers, equally animated with a sincere desire of re-establishing the ancient friendship which subsisted between them, have named their Plenipotentiaries for that purpose; that is to say, His Most August and Most Honoured Majesty George the Third, King of the United Kingdom of Great Britain and Ireland, has named for His Plenipotentiary, Robert Adair, Esq. one of the Members of the Royal Parliament of Great Britain; and His Majesty the Most Noble, Most Powerful, and Most Magnificent Sultan Mahomet Han II. Emperor of the Ottomans, has named for His Plenipotentiary, Seyde, Mehmed-Emin-Vahid Effendi, Director and Inspector of the Department called "*Mercoufat*," and invested with the rank of "*Nichangi*" of the Imperial Divan; who, having reciprocally communicated to each other their full powers, after several conferences and discussions, have concluded the peace equally desired by both Powers, and have agreed upon the following Articles:

Treaty between
Great Britain
and the Sublime
Porte. Con-
cluded at the
Dardanelles, the
5th of January
1809.

1. From the moment of signing the present Treaty, every act of hostility between England and Turkey shall cease; and in furtherance of this happy peace, the prisoners on both sides shall be exchanged without distinction, in thirty-one days from the signature of this treaty, or sooner if possible.

2. Should any fortresses belonging to the Sublime Porte be in the possession of Great Britain, they shall be restored to the Sublime Porte, and given up, with all the cannons, warlike stores, and other effects, in the condition in which they were found at the time of their being occupied by England, and this restitution shall be made in the space of thirty-one days from the signature of the present Treaty.

3. Should there be any effects and property belonging to English merchants under sequestration, within the jurisdiction of the Sublime Porte, the same shall be entirely given up, and restored to the proprietors; and in like manner should there be any effects, property, and vessels, belonging to merchants, subjects of the Sublime Porte, under sequestration at Malta, or in any other islands and possessions of His Britannic Majesty, they also shall be entirely given up and restored to their proprietors.

4. The Treaty of Capitulations agreed upon in the Turkish year 1086, (A.D. 1675) in the middle of the month Gemmaziel Akir, as also the Act relating to the Commerce of the Black Sea, and the other privileges (*Im-tiazat*) equally established by Acts at subsequent periods, shall continue to be observed and maintained as if they had suffered no interruption.

5. In return for the indulgence and good treatment afforded by the Sublime Porte to English merchants, with respect to their goods and property, as well as in all matters tending to facilitate their commerce, England shall reciprocally extend every indulgence and friendly treatment to the flag, subjects, and merchants of the Sublime Porte, which may hereafter frequent the Dominions of His Britannic Majesty for the purposes of commerce.

6. The last custom-house tariff established at Constantinople, at the ancient rate of 3 per cent. and particularly the Article relating to the interior commerce, shall continue to be observed, as they are at present regulated, and to which England promises to conform.

7. Ambassadors from His Majesty the King of Great Britain shall enjoy all the honours enjoyed by Ambassadors to the Sublime Porte from other nations; and Ambassadors from the Sublime Porte at the Court of London shall reciprocally enjoy all the honours granted to the Ambassadors from Great Britain.

8. Consuls (*Shahbenders*) may be appointed at Malta, and in the Dominions of His Britannic Majesty where it shall be necessary to manage and superintend the affairs and interests of merchants of the Sublime Porte, and similar privileges and immunities to those granted to English Consuls resident in the Ottoman Dominions shall be duly afforded to the "*Shahbenders*" of the Sublime Porte.

9. English Ambassadors and Consuls may supply themselves, according to custom, with such Dragomen as they shall stand in need of, but as it has already been mutually agreed upon, that the Sublime Porte shall not grant the "*Barat*" of Dragoman in favour of individuals who do not execute that duty in the place of their destination, it is settled, in conformity with this principle, that in future, the "*Barat*" shall not be granted to any person of

the class of tradesmen or bankers, nor to any shopkeeper or manufacturer in the public markets, or to one who is engaged in any matters of this description ; nor shall English Consuls be named from among the subjects of the Sublime Porte.

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10. English patents of protection shall not be granted to dependants, or merchants who are subjects of the Sublime Porte, nor shall any passport be delivered to such persons, on the part of Ambassadors or Consuls, without permission previously obtained from the Sublime Porte.

11. As ships of war have at all times been prohibited from entering the canal of Constantinople, viz. in the straits of the Dardanelles and of the Black Sea ; and as this ancient regulation of the Ottoman Empire is in future to be observed by every Power in time of peace, the Court of Great Britain promises on its part to conform to this principle.

12. The ratifications of the present Treaty of Peace between the high Contracting Parties shall be exchanged at Constantinople in the space of ninety-one days from the date of this Treaty, or sooner if possible. In faith of which, and in order that the ratification of the twelve Articles of this Treaty (which has been happily concluded, by the assistance of God, and in the sincerity and good faith of the Two Parties) may be exchanged ; I, Plenipotentiary of the Sublime Porte, have, in virtue of my full Powers, signed and sealed this Instrument, which I have delivered to the Plenipotentiary of His Britannic Majesty, in exchange for another Instrument exactly conformable thereto, written in the French language, with a translation thereof, which has been delivered to me on his part, agreeably to his full Powers.

Done near the Castles of the Dardanelles, the 5th of January 1809, which corresponds with the year of the Hegira 1223, the 19th day of the Moon Zilkaade.

Signed	SEYD MEHEMMED EMIN VAHID EFFENDI, (L.S.)
Signed	ROBERT ADAIR, (L.S.)

CHAP. III.

Consuls, Forms relating to.

GEORGE R.

GEORGE the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, &c. to all and singular to whom these presents shall come, greeting. Whereas it hath been found expedient that some person of known probity be appointed to act as Consul in the town of Alicant, in the Kingdom of Spain, and to take care of the commerce of our subjects who reside or commonly go there to trade : Know ye therefore, that we, entirely confiding in the probity, affection, prudence, and experience, especially in mercantile affairs, of our trusty and faithful subject Samuel Tucker gentleman, have nominated and appointed, and by these presents do nominate and appoint him our Consul in the said town of Alicant, together with all its members and appurtenances ; giving and granting unto him full power and commission to aid and protect all our subjects that inhabit or frequent the said town, its territories, and jurisdiction, or who do or who shall carry on a trade or transact business in those ports, harbour, and coasts ; advising and assisting them, agreeable to the

Vol. I. Ch. III.

British Appointment of Consul to act at Alicant in Spain. (1)

(1) As to the Appointment of a Consul, see 1 vol. 53., and the Treaties in last chapter.

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articles and treaties of peace and alliance relating to trade, and firmly concluded between the Crowns of Great Britain and Spain, and their respective dominions, and to defend our subjects in case of need in their trade, goods, and whatever else shall appertain unto them, before all judges and magistrates, and to take cognizance of, determine, and compose all differences, controversies, and litigations which do or may happen between them, and to defend and preserve them in every thing relative to their right, liberty, and freedom of mutual trade and commerce; and further, to substitute as he shall think fit, one or more Deputies or Vice Consuls to act for him in all and every one of the aforesaid places, and to do all and every thing which may promote the good of our subjects, the increase of mutual friendship between the two kingdoms and people, and the freedom and security of commerce; and further, that he use and enjoy all and every the rights, honors, immunities, liberties, and emoluments which any other Consul in the aforesaid town did or could of right enjoy. And we earnestly intreat the most serene and potent Catholic King our brother, and we desire all others whom it may in any wise concern, in a friendly manner, what we strictly enjoin all our subjects by these presents, that they acknowledge and admit the said Samuel Tucker as our Consul in the aforesaid town. In witness whereof, we have caused these our letters to be made patent, and signed and sealed with our own hand. Given in our palace at St. James's, the eleventh day of December, in the year of our Lord one thousand eight hundred and twenty-one.

By His Majesty's Command.

GEORGE R.

British Appointment of Consul in A.D. 1761. to act as such at Ostend, Nieuport, and Bruges, in Flanders. (1)

GEORGE the Third, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Faith, &c. to our trusty and well-beloved Michael Hatton Esq., greeting. Whereas we have thought fit for the advancement of trade and commerce in the several ports of Ostend, Nieuport, and Bruges, in the province of Flanders, to constitute a proper person to be our Consul in those ports, who may, as there shall be occasion, countenance and protect our subjects being merchants there. We, in consideration of the good testimony we have received of your loyalty to us, and of your ability to serve the said merchants in the execution of the Office of Consul in those ports, do by these presents constitute and appoint you the said Michael Hatton to be our Consul in the said ports of Ostend, Nieuport, and Bruges, together with all their members and dependencies in the said province of Flanders, and over all our subjects who inhabit, frequent, or trade to the said ports, their members or territories; to have, hold, exercise, and enjoy the said office of our Consul, by yourself or your sufficient deputy or deputies, for and during our pleasure, with all and singular the rights, profits, privileges, and immunities which you yourself have, or any other Consul heretofore hath enjoyed, or which any of our Consuls do or ought to have and enjoy in any of the dominions of any princes or states where Consuls usually reside, and we do hereby enjoin and require all our subjects dwelling in, frequenting, or trading to the said places or ports, to pay that respect which is due to you as our Consul and to your deputy. Given at our court at St. James's, the 20th day of February 1761, in the first year of our reign.

By His Majesty's Command.

American Appointment of Consul to act in London. (2)

The President of the United States of America, to all who shall see these presents, greeting:

Know ye, That reposing special trust and confidence in the abilities and integrity of Thomas Aspinwall of Massachusetts, I do appoint him Consul

(1) As to the Appointment of Consuls, ante, 1 vol. 53. and the Treaties in last chapter.

(2) As to the Appointment of Consuls in general, ante 1 vol. 53., &c. and the Treaties in last chapter.

of the United States of America, for the port of London in the United Kingdom of Great Britain and Ireland, and such other parts as shall be nearer thereto, than to the residence of any Consul or Vice Consul of the United States, within the same allegiance; and do authorize and empower him to have and to hold the said office, and to exercise and enjoy all the rights, pre-eminences, privileges, and authorities, to the same of right appertaining, during the pleasure of the President of the United States for the time being, and until the next session of the Senate of the United States, and no longer, he demanding and receiving no fees or perquisites of office whatever, which shall not be expressly established by some law of the United States. And I do hereby enjoin all captains, masters, and commanders of ships and other vessels, armed or unarmed, sailing under the flag of the said States, as well as all other of their citizens, to acknowledge and consider him, the said Thomas Aspinwall, accordingly. And I do hereby pray and request His Royal Highness the Prince Regent of Great Britain, his governors and officers, to permit the said Thomas Aspinwall fully and peaceably to enjoy and exercise the said office, without giving, or suffering to be given unto him, any molestation or trouble; but on the contrary, to afford him all proper countenance and assistance, I offering to do the same for all those who shall in like manner be recommended to me by his said Royal Highness.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed. Given under my hand, at the city of Washington, the ninth day of May, in the year of our Lord one thousand eight hundred and fifteen, and of the independence of the United States of America the thirty-ninth.



By the President, (Signed) JAMES MADISON.
(Signed) JAS. MONROE, Secretary of State.

In the name and on the behalf of His Majesty.

(Signed) GEORGE P. R.

GEORGE the Third, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, King of Hanover, Duke of Brunswick and Lunenburg, &c. To all our loving subjects whom it may concern, greeting. Whereas the President of the United States of America has, by a commission bearing date the ninth day of May last, constituted Thomas Aspinwall of Massachusetts, to be Consul from the said United States for our port of London, and for such other ports of our United Kingdom as shall be nearer to the said port than the residence of any other Consul or Vice Consul of the said United States in our said kingdom, to assist their subjects and people in their commerce and traffic there. And we, having thereupon approved of the said Thomas Aspinwall as Consul for the said United States of America, according to the commission before mentioned; our will and pleasure is, and we do hereby require you to receive, countenance, and as there may be occasion, favorably to assist him the said Thomas Aspinwall in the exercise of his place, giving and allowing unto him all privileges, immunities, and advantages thereunto belonging.

Given at our court at Carlton House, the eleventh day of December one thousand eight hundred and fifteen, in the fifty-sixth year of His Majesty's reign.



By the command of His Royal Highness the Prince Regent,
in the name and on the behalf of His Majesty.
(Signed) CASTLEREAGH.

Approval of the
above Appointment
by the
British Government,

Vol. I. Ch. III. We, Alexander the First, by the Grace of God, Emperor and Autocrator of all the Russias, &c. &c. &c.

Russian Appointment of a Consul to act in England. (1)

To all those whom this may concern, our greeting. We have judged proper to appoint Andrew Dubatchefsky, our Counsellor of State, and Knight, to the vacancy of our Consul General in England, in the dominion of His Majesty the King of Great Britain, in order that our subjects, who will go there for the affairs of commerce and other traffics, might find necessary assistance and protection; for which reason we request of His Majesty the King of Great Britain, and require of his lords lieutenants, his governors of provinces, and other public officers, to grant the said our Consul General Dubatchefsky in the above mentioned kingdom, a free exercise of his functions, and a full and entire power of all the privileges, rights, and liberties, which may belong to the post we confer upon him, and which the Consuls General of other states and nations enjoy in the dominion of His Majesty the King of Great Britain; in return whereof, we promise on similar occasions to do the same whenever we shall be requested of it. In testimony of it, we have ordered our high chancellor and minister for foreign affairs, to sign this our patent, and to set to it the seal of our empire. Given at St. Petersburg, the 31st of July, in the year of our Lord one thousand and thirteen, and in the thirteenth year of our reign.

By the supreme command, and in the absence of his Imperial Majesty.
(L. S.) (Signed) Count NICOLAS ROMANZOFF.

Dutch Appointment of a Consul by the Prince of Orange, to act at Ramsgate and Deal. (2)

Stamp.
Bosse.
50 Cents.
50 Cents.

We, William, by the Grace of God, Prince of Orange Nassau, Sovereign Prince of the United Netherlands, &c. &c!
To all persons who may see or hear these presents read, greeting.

Be it known, that whereas we have deemed it necessary for the merchants and ship masters of the United Netherlands, trading and navigating to the United Kingdom of Great Britain and Ireland, to have a proper and experienced person established as Consul at Ramsgate and Deal in the county of Kent, for the purpose of rendering aid and assistance to the merchants and ship masters aforesaid, on all occasions and under all circumstances that may occur. It is for these reasons that we, upon the good testimony to us given, of the fidelity, ability, and diligence of the person of _____ have appointed, commissioned, and authorized, and by these presents do appoint, commission, and authorize him as our Consul at Ramsgate and Deal aforesaid, giving him full authority, power, and especial command, to aid and assist the aforesaid merchants, their factors and ship masters, within the said ports and other places where such may be requisite and necessary, in all their just and reasonable affairs, wherein they may require and stand in need of his assistance, and likewise, that he the said Consul shall be obliged to give information of all occurrences to our Secretary of State for Foreign Affairs; and in order that he shall conduct himself properly, and with all due zeal and fidelity, the before named _____ shall take the proper oath in our hands, or in the hands of those who may be thereto commissioned on our behalf, which having done, we order all and every one to acknowledge and respect the said _____ as our consul as aforesaid, requesting likewise all others who may be required to assist him in the fulfilment of this his charge and

(1) As to the Appointment of a Consul, see ante, 1 vol. 53. and the Treaties in last chapter.
(2) As to the Appointment of a Consul in general, see 1 vol. 53. and the Treaties in last chapter.

commission, to render and shew him all good favour, aid, and assistance, we having found such to be necessary for the commerce and navigation of the United Netherlands.

Vol. I. Ch. III.

Given at, &c.

(L.S.) Signed _____
By order of, &c.

The Secretary of State
for Foreign Affairs, &c.

Honorable Sir,

I have read with due attention your letter of
It has appeared to me that the proposed nomination of _____ as your
Vice-Consuls at Ramsgate and Deal, on the footing of the 22d Article of the
Consular regulations, is not subject to any difficulty. I therefore authorize
you Sir, to do the needful in this business, and remain with due respect,

Authority to the
Consul to appoint
a Vice-Consul,
from the Dutch
Secretary of
State.

Honourable Sir,

To _____
Consul at Ramsgate and Deal. Your most obedient Servant,
A. B.

Whereas William Prince of Orange Nassau, Sovereign Prince of the
United Kingdoms of the Netherlands, &c. &c. on &c. A. D. An. Reg. did
appoint, commission, and authorize me _____ as his Consul at Rams-
gate and Deal in the County of Kent, giving me full power, authority, and
especial command, to aid and assist the merchants, their factors, and ship
masters within the said ports and other places where such might be requisite
and necessary, in all their just and reasonable affairs, wherein they might
require and stand in need of any assistance, and likewise that I the Consul
should be obliged to give information of all occurrences to his Secretary of
State for Foreign Affairs: And whereas _____ Secretary of State for
Foreign Affairs, for the said William Prince of Orange Nassau, Sovereign
Prince of the Netherlands, &c. &c. did on _____ A. D. duly authorize
me to nominate and appoint you _____ as my Vice Consuls at Ramsgate
and Deal aforesaid. I now therefore constitute, nominate, and appoint you
the said _____ to be jointly, and severally and respectively, my Vice
Consuls at Ramsgate and Deal aforesaid, giving you and each of you full
power, authority, and especial command to aid and assist the merchants,
their factors and ship masters, within the said ports of Ramsgate and Deal
aforesaid, and other places where such may be requisite and necessary, in all
their just and reasonable affairs, wherein they may require and stand in need
of your or either of your assistance, and also that you the said _____ shall
be obliged to give information of all occurrences to me, and shall in all things
duly and faithfully assist me in my said office.
In witness, &c.

Appointment of
Dutch Vice-
Consul, by Con-
sul, to act at
Ramsgate and
Deal, in pursu-
ance of foregoing
Authority. (1)

General Instructions.

Circular to His Majesty's Consuls.

Sir,

Foreign Office.

Instructions to
Consuls to obey
Directions of
Consul General.

His Majesty having been pleased to appoint _____ to be His
Majesty's Consul General in _____, I am directed by Viscount Castle-
reagh to desire that you will apply to the Consul General upon all occasions
involving the interests of His Majesty's trading subjects, which will appear
to require the transaction of business with any of the public departments at
the seat of government; and that you will also attend to the instructions
which, in default of immediate orders from this department, or from His

(1) As to Appointment of Vice-Consul, ante, 1 vol. 65.

Majesty's

the urgency of any particular case may render it necessary for the Consul General to address to you.

I am further to desire that you will be at all times ready to furnish the Consul General with such information as he may stand in need of to enable him to give every encouragement and protection to His Majesty's trading subjects; and in order that an estimate may be formed of the nature and extent of the trade between the two countries, you will take care to transmit to this department and to the Consul General, half-yearly returns of the British and Foreign trade and shipping at the ports within your Consulate.

To

I am,

His Majesty's Consul at

Circular.

Sir,

Foreign Office.

Instructions as
to relief of Sea-
men, Accounts,
&c.

I herewith furnish you, for your guidance, with a copy of the instructions issued by the Commissioners of His Majesty's navy, in reference to the relief to be afforded to distressed British seamen in foreign parts; and also a copy of the instructions issued by them for the regulation of the accounts of Consuls, in respect of stores and slops furnished for the use of His Majesty's ships or vessels, in respect of pilotage afforded, deserters apprehended, and expresses and dispatches forwarded; and I have to desire, that you conform to the rules laid down in the instructions, in all points whereof they treat.

I am, Sir, &c.

His Majesty's Consul at

Sir,

Navy Office, London.

The captains or commanding officers of His Majesty's ships are required, agreeable to their instructions, to make purchases of stores, &c. (except provisions) for their respective ships, and to draw upon us for the amount. As, however, it may not at all times be in their power strictly to comply with such orders, and they may in such cases apply to you for assistance, you will be careful in such cases to govern yourself by the following instructions, and transmit to this office the documents specified under the following heads of service:

1. Stores and Slops.

A demand from the signing officers of the ships, specifying the particulars of the articles wanted, approved by the senior officers on the station.

A bill of the articles supplied, specifying particulars, rate, and amount, made out in the currency of the country; a certificate from two respectable persons conversant in such articles, that the prices are fair and reasonable; a receipt for the payment, and a certificate from the signing officers of the ship that the articles have been received on board, and are of a good and proper quality.

If there is a table of rates established by authority, a copy (duly attested) is to be sent with your first account: if there is not, a certificate is to be given on the voucher, by two competent persons, that the rate charged is the usual rate for such service.

3. Apprehended deserters.

A certificate from the captain of the ship, stating the man's name and quality, by whom he was apprehended, and that he has charged sixty shillings against his wages; and you will not make any payment on this head, without such certificate.

4. Subsisting distressed British Seamen.

The act of 53 G. 3. c. 85. allows one shilling and sixpence a man a day on this head ; you will pay accordingly, and transmit a voucher for such payments, according to the Form, No. 5.

If the men can be subsisted at a less rate, you will of course charge only the sums actually paid. Payments on account of sick and wounded seamen are to be charged to the commissioners of the victualling.

5. Expresses, Dispatches, &c.

These should be paid for by the senior officer on the station. But if you should be under the necessity of paying for such services, you are to transmit the following vouchers :

A particular account of the expences incurred, shewing between what places and in what time the service was performed ; a certificate from the person to whom the dispatch was addressed, of his having received the same ; and a receipt for the amount.

6. Payments made at sterling rates, viz. for apprehending deserters, subsisting seamen, &c. are to be reduced into currency at the par of exchange, and paid by you to the parties accordingly.

7. If it should be impracticable, under particular circumstances, to obtain vouchers, affidavit is to be made to that effect ; and after specifying as full as possible the nature of the payments, it is to be stated, that they were bonâ fide and necessarily made on the public service, without any profit or advantage to yourself, except the commission hereinafter mentioned.

8. At the end of each quarter the payments made therein are to be brought into a general account, the vouchers are to be numbered progressively, corresponding numbers are to be given to the respective charges in the account, to the amount of the vouchers two and a half per cent. is to be added by way of commission, the total is to be reduced into sterling at the governing rate of exchange of the day, the account to be signed by you, and at the foot to be a certificate from two respectable merchants that the exchange quoted was the governing rate of that day.

9. You will draw a bill upon us for the sterling amount, at thirty days sight, (and transmit the account and vouchers at the same time) unless there should be a Commissary resident in the place, in which case you will apply to him for the amount of the account, and grant a bill or certificate for the same, as he may require.

10. If the account and vouchers are regular, the bill will be paid as a perfect bill ; if not, the amount will be charged an imprest against you, until satisfactory explanation shall have been received.

Forms of the vouchers are herewith sent.

We are, &c.

Form of the Account for Subsistence of Seamen, Subjects of Great Britain, in foreign Parts, by the Governors, Ministers, and Consuls, viz.

An account of such seamen, subjects of Great Britain, as were subsisted by _____ at _____ the respective times under mentioned, at the rate of _____ per diem, pursuant to an act of parliament passed in the 53 G. 3. king of Great Britain, ch. 85. entitled An act for the encouragement of seamen employed in the royal navy, &c. ; viz.

Consuls, Forms relating to.

N. B. _____ account is to be attested by the hands of the respective Governors, Ministers, or Consuls, and certified to by two or more _____ a following manner; viz.

We, whose names are hereunto subscribed, being merchants residing in the port of _____, do hereby certify unto the commissioners of His Majesty's navy, that the rate of _____ a day, charged for the subsistence of the above men, is not more than a sufficiency of the necessities of life for one day could be procured for at the time.

Witness our hands this _____ day of _____ .

I swear obedience to the constitution of the kingdom, and fidelity to the King. Vol. I. Ch. III.

I promise and swear, that I will faithfully execute in every respect the commission with which I am entrusted, conformably to the instructions and orders which have been or which shall hereafter be given me; and that I will contribute, as much as in my power, to every thing which can advance the interests of the commerce and navigation of Holland. So help me GOD. Form of Dutch Consular Oath. (1)

For the management of goods ab intestatu, the usual mercantile commission is allowed: Consular Fees in Spain.

	Fra.	Cent.
For a vessel with 3 masts - - -	60	—
with 2 masts - - -	30	—
For the legalization of a signature - -	7	10
For 4 pages of a translation, regularly written -	25	—
For administering an oath - - -	10	—

Know all men by these presents, that we are held and firmly bound to the United States of America in the sum of 2,000 dollars money of the said United States, to the payment whereof we bind ourselves jointly and severally, our joint and several heirs, executors, and administrators. Form of Consular Bond. (2)

Witness our hands and seals this day of

The condition of the above obligation is such, that if the above bounden Consul of the United States in certain foreign ports, shall truly and faithfully discharge the duties of the said office according to law, and also shall truly account for all monies, goods, and effects, which may come into his possession by virtue of the laws of the United States or of his said office, then the above obligation to be void, otherwise to remain in full force.

Signed, &c.

Relative to the Publication of an Offence.

Sir,

John Way, master of the New Minerva of Liverpool, having, upon complaint of his Majesty's Consul at Pernambuco, been tried and convicted in the court of K. B. on the for forcing one of his crew (a British subject) on shore, and leaving him at that place, the punishment for which offence, under the act of the 11th and 12th King William 3., is three months imprisonment; we are to desire, that you will give publicity to this sentence, in such a way as you shall consider best adapted to prevent other masters of British vessels from committing the same offence.

We are,

To _____
Consul at

To the Consuls and Vice Consuls of the United States of America, residing in ports of France, or in those over which her Imperial Prize Court has Jurisdiction.

Gentlemen,

Be it known that the President of the United States, by and with the advice and consent of the senate, has been pleased to superadd to my consular duties, those of "Agent of American prize causes at Paris;" and has authorized and directed me to aid and protect American citizens in the prosecution of the said causes in bureaux, where they may be produced and discussed, and particularly before the imperial prize court and His Majesty's

Letters of Instruction from Consul and Agent of American Prize Causes at Paris, to Consuls and Vice. (3)

(1) Ori. of Consular Establ. 291.

(2) Ori. of Consular Establ. 164.

(3) Ori. of Consular Establ 165.

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council of state. I am also instructed to detect and expose every species of fraud, or violation of the laws of nations and of the American flag ; all voluntary neglect or sacrifice of the property, rights, and interests of American shippers, merchants, and insurers ; and to render an account to the executive of the United States, of every circumstance which I may consider worthy of its notice, concerning the arrestation, detention, or release of American seamen, and of vessels and cargoes in France, or in countries to which the regulations and decisions of her maritime courts and authority do or shall hereafter extend.

In order to execute more effectually the general and special instructions of the President and of the Secretary of Foreign Relations of the United States on this head, you are hereby requested to inform the captain, supercargo, or agent of every American vessel, captured and conducted to or arrested in the port or ports of your consular department, that it is my public duty, and consequently my great desire, to give to claimants every useful aid and advice ; to seek for them as much as in my power prompt and impartial justice, and vigilantly to watch over and protect their interests. It is also proper to apprise them, that nothing more is necessary than the procuration of the captain, or consignee, or attorney, in fact, to enable me to perform all that can be required in the prosecution of a claim : and that this document will be cancelled when the case is finally adjudged. Moreover, it may be useful to observe, that my services are offered without commission or pecuniary or other compensation.

You are entreated, gentlemen, to report to me every case of capture and of sequestration, to acknowledge the receipt of this circular, and to communicate its contents to the commercial and banking-houses within your district which have relations with those of the United States. On my part, I tender you my good will, friendly aid, and correspondence, whenever you may think them useful, in relation to your public duties.

Instructions to
Consul from
Consul General.
(1)

Mr. having this day communicated to me your refusal to act without my advice, concerning the discharge of the crews of the American schooners, the *Erect* and *General Green*, of which he is the owner, it is my duty to submit to you the following observations on this subject :

It appears that these vessels sailed from the port of Philadelphia for that of Genoa, prior to the declaration of war by the United States against England ; that the crews were shipped for the voyage ; that the voyage was broken by an unforeseen casualty, which obliged Mr. to lay up the vessels in your port, where they still remain. The seamen, unwilling to continue on board, solicit and obtain their discharge, without the intervention of the Consul. Their refusal would have given rise to a curious question concerning the duration of their lien, or contract with the vessel, which is not our business here to examine. The points which require discussion, in relation to your consular duties, are those concerning the manner and conditions of the discharge. With respect to the first, the laws are clear and positive. Though seamen, with their own consent, be discharged in a foreign country, it is nevertheless the duty of the master or commander to pay to the Consul three months wages more than are due, of which he is to give two-thirds to each seaman, upon his engagement on board of a vessel to return to the United States, and to retain the other third for the maintenance and passage home of destitute seamen. If the master refuse to comply with the conditions of the law, the Consul ought to have the means to enforce its execution, by the arrestation of his ship, goods, or person ; but on this head the act is silent, and the Consul is left to decide as his judgment may direct.

The question for information is, whether, under the peculiar circumstances of this case you have a right to demand three months extra wages ?

Mr. — argues that the rupture between the United States and England was an unforeseen circumstance, over which he had no controul; that the risk of capture rendered it impossible for the vessel to return immediately, and perhaps not before a considerable lapse of time, to the port to which she belongs, and therefore that the contract between the captain and seamen ceases to exist. In other words, he seems to consider her in the same situation with regard to her crew, as if captured, stranded, or condemned. To this it may be objected, that there is still some chance of avoiding the enemy, and completing the voyage; and yet the dread of capture by the English, and merciless corsairs of Barbary, which cover the Mediterranean, would have probably frightened the seamen from their engagement in the homeward voyage, if it had been possible for the captain to have proposed to put to sea. This case is singular, and has not been anticipated, neither in our marine laws nor consular instructions.

In a circular letter of July 1805, addressed to Consuls by the Department of State, it is observed, that according to the opinion of the Attorney General of the United States, Consuls have no claim for extra pay, in cases where vessels stranded or adjudged as not sea-worthy; that this provision is restricted to voluntary sales of vessels and discharges of their crews, in the ordinary course of trade, or to an alteration of the original voyage. In the present case the voyage was not changed; the vessel remains unsold, she is neither stranded or condemned; but the Mediterranean being so covered with the corsairs of two enemies, is for her unnavigable, a circumstance which, by parity of reason, may form another exception to the provision of the act concerning the extra pay of seamen.

Mr. S. in his letter to me on the subject, states, that the crew, by contract were not entitled to receive any portion of their wages before their return to the United States; that they agreed not to demand the additional advance allowed them by the laws; that they have received the whole amount of their pay, of which to several of them 12 months were due: that if authorized by me, he is willing to deposit at your consulate, one month's extra wages for such seaman. In conversation he has, moreover, observed, that all of them except two, are provided with funds (which remain in the hands of his agent), to carry them to a port of embarkation for the United States.

Their detention, since the date of their discharge, is attributed to the difficulties of the case, which prevented your official decision; to the want of passports, or the intervention of the authorities of Genoa; and therefore Mr. S. may not be considered as responsible for the expences incurred since the date of the receipt in full, of which you have transmitted copies.

Under all these circumstances, it seems to me to be your duty to prevent these seamen from being lost to their country, and for this purpose to accept the deposit of one month's wages for each, destined for the relief of others, to procure passports, and a feuille de route, to enable them to proceed to Bourdeaux, and to advance reasonable sums for the travelling expences of those who have not funds sufficient for this purpose, which may be done without any charge to the United States, by instructing the Consul at Bourdeaux, or other port, to deduct the amount from the wages advanced by the captain of the ship with whom they have embarked. There are at present more than 20 American vessels at the port of Bourdeaux, several of which, as I am informed, require additional seamen, who will receive wages to the amount of 25 dollars per month. If those in question should not arrive in season to find employment there, by proceeding to the port of Nantes, Mr. D. supercargo of the Bellona, which has not her complement, will engage them on liberal terms on board that schooner. They may be transported in a very economical manner by the feluccas or coasting boats to Marseilles, (where they may be placed under the direction of our Consul), and thence by the canal of Languedoc to Bourdeaux, the port of embarkation.

CHAP. IV.

Duty of the Flag.

Instructions to
the captain to
require the duty
of the flag. (1)

THE following are the forms of instructions issued respecting the Duty of the Flag.

Upon your meeting with any ship or ships within His Majesty's seas, (which, for your better guidance herein, you are to take notice extend to Cape Finisterre) belonging to any foreign prince or state, you are to expect that in their passage by you, they strike their top-sail and take in their flag in acknowledgement of His Majesty's sovereignty in those seas; and if any shall refuse to do it, or offer to resist, you are to use your utmost endeavours to compel them thereunto, and in no wise to suffer any dishonour to be done to His Majesty.

Instructions to
the lieutenant.

You are to take upon yourself the entire charge and conduct of His Majesty's said ship, and stand accountable for the well executing the whole duty of commander thereof, during the absence or in case of the death of your said commander, with respect as well to the printed general instructions given to commanders (a copy whereof is hereunto annexed) as any other particular orders of His Majesty, &c.

CHAP. V.

Naturalization and Denization, Forms relating to.

Act of Naturali-
zation of Prince
Leopold.

An Act for the Naturalization of His Serene Highness Leopold George Frederick Duke of Saxe, Margrave of Meissen, Landgrave of Thuringuen, Prince of Cobourg of Saalfeld; and settling his Precedence.

[Passed in 56 Geo. 3.]

WHEREAS His Royal Highness The Prince Regent, acting in the name and on the behalf of His most Sacred Majesty, has, to the universal joy and satisfaction of His Majesty's subjects, judged it proper that an alliance should be contracted between the family of His Majesty and His Serene Highness Leopold George Frederick Duke of Saxe, Margrave of Meissen, Landgrave of Thuringuen, Prince of Cobourg of Saalfeld; and has therefore in the name and on the behalf of His Majesty, consented, with the full agreement of the parties interested, that a marriage should be celebrated between the most high and illustrious Princess Charlotte Augusta, daughter of His Royal Highness The Prince of Wales, Regent of the United Kingdom of Great Britain and Ireland, and His Serene Highness: And whereas a more grateful proof of the esteem and affection of this Kingdom cannot be given to His Serene Highness, than by an act of naturalization to make him capable of enjoying those rights and liberties which are enjoyed in this Realm: We, Your Majesty's most dutiful and loyal subjects, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present parliament assembled, and by the authority of the same, that the said Leopold George Frederick Duke of Saxe, Margrave of Meissen, Landgrave of Thuringuen, Prince of Cobourg of Saalfeld, when and so soon as he shall have taken the oaths of allegiance and supremacy before the Lord High Chancellor, which oaths the Lord High Chancellor is hereby authorized to administer, shall be, to all intents and purposes whatsoever, deemed, taken, and esteemed a

natural-born subject of this Kingdom, as if His Highness had been born within this Realm; any law, statute, matter, or thing whatsoever to the contrary notwithstanding.

2. And be it further enacted, that the said Lord High Chancellor shall, immediately after such oaths shall have been taken before him, certify the same, and cause such certificate to be recorded in the high court of chancery.

3. And be it further enacted, that when and so soon as the said marriage shall have been celebrated, it shall be lawful for His Majesty, to give to the said Leopold George Frederick Duke of Saxe, Margrave of Meissen, Landgrave of Thuringuen, Prince of Cobourg of Saalfeld, for and during the term of His natural life, such precedence and rank before the Lord Archbishop of Canterbury, the Lord Chancellor, and all other great officers, and the Dukes, (other than and except the Dukes of the Blood Royal), and all other Peers of this Realm, as His Majesty shall deem fit and proper; any law, statute, or custom whatsoever to the contrary notwithstanding.

An Act for naturalizing Philip Novelli.

[Passed in 3 Geo. 4.]

Naturalization
Act, general
Form. (1)

Humbly beseecheth Your most Excellent Majesty, the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, Philip Novelli, Son of Andrea Novelli and Margheritta Castellario his wife, born at Chieri in Italy, out of Your Majesty's allegiance, professing the Protestant Religion, and having given testimony of his loyalty and fidelity to Your Majesty and the good of the United Kingdom of Great Britain and Ireland; that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that he the said Philip Novelli shall be, and he is hereby from henceforth naturalized, and shall be adjudged and taken to all intents and purposes to be *naturalized, and as a free born subject* of the said United Kingdom, and he is and shall be from henceforth adjudged, reputed, and taken to be, in every condition, respect, and degree, free, to all intents, purposes, and constructions, as if he had been born a *natural subject* within the said United Kingdom:

And be it further enacted, that he the said Philip Novelli shall be, and he is hereby enabled and adjudged able, to all intents, purposes, and constructions whatsoever, to inherit and be inheritable and inherited, and to demand, challenge, ask, take, retain, have, keep, and enjoy all or any manors, lands, tenements, hereditaments, goods, chattels, debts, estates, and all other privileges and immunities, benefits and advantages, in law or in equity, belonging to the liege people and natural born subjects of the said United Kingdom, and to make his resort or pedigree as heir to his ancestors, lineal or collateral, by reason of any descent, remainder, reverter, right, title, conveyance, legacy, or bequest whatsoever, which hath, may, or shall from henceforth descend, remain, revert, accrue, or grow due unto him, as also from henceforth to ask, take, have, retain, keep, and enjoy all manors, lands, tenements, and hereditaments, which he may or shall have by way of purchase or gift of any person or persons whomsoever, and to prosecute, pursue, maintain, avow, justify, and defend all and all manner of actions, suits, and causes, and all other things to do as lawfully, liberally, freely, and surely, as if the said Philip Novelli had been born of parents being natural born subjects of the said United Kingdom, and as any person born or derived from parents being natural born subjects of the said United Kingdom may lawfully or in any wise do, and he the said Philip Novelli in all things, and to all intents and purposes shall be taken to be, and shall be a natural liege sub-

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ject of the said United Kingdom, any law, act, statute, provision, custom, ordinance, or other matter or thing whatsoever had, made, done, promulged, proclaimed, or provided to the contrary thereof in any wise notwithstanding :

And be it further enacted, that he the said Philip Novelli shall not hereby be enabled to be of the Privy Council, or a Member of either House of Parliament, or to take any office or place of trust, either civil or military, or to have any grant of lands, tenements, or hereditaments from the Crown to himself, or any other person or persons in trust for him, any thing herein contained to the contrary notwithstanding :

And be it further enacted, that he, the said Philip Novelli, shall not hereby obtain or be entitled to claim within any foreign country, any of the immunities or indulgences in trade which are or may be enjoyed or claimed therein by natural born subjects of the said United Kingdom, by virtue of any treaty or otherwise, unless he the said Philip Novelli, shall have inhabited and resided within the said United Kingdom, or the dominions thereunto belonging, for the space of seven years subsequent to the first day of this present session of Parliament, and shall not have been absent out of the same for a longer space than two months at any one time during the said seven years ; any thing herein contained to the contrary notwithstanding.

An Act for
naturalizing
William Burnet.
4 & 5 Ann.

Humbly beseech Your most Excellent Majesty, the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, William Burnet, son of Gilbert Lord Bishop of Salisbury and Mary Scot his wife, born at the Hague in Holland, (an infant under the age of one and twenty years) out of Your Majesty's allegiance, but professing the true Protestant religion, and having given good testimony of his humble, dutiful, and loyal affection to Your Majesty, and the good of the kingdom of England, that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that the said William Burnet shall be and is hereby from henceforth naturalized, and shall be adjudged and taken to all intents and purposes naturalized, and a free born subject of this Kingdom of England ; and he is and shall be from henceforth adjudged and taken to be, in every condition, respect, and degree, free, to all intents, purposes, and constructions, as if he had been and was a natural subject within this kingdom of England.

And be it further enacted, declared, and ordained, by the authority aforesaid, that the said William Burnet shall be and is hereby enabled and adjudged able, to all intents, purposes, and constructions whatsoever, to inherit and be inheritable and inherited, and to demand, challenge, ask, take, receive, have and enjoy, all or any manors, lands, tenements, hereditaments, goods, chattels, debts, estates, and all other privileges and immunities, benefit and advantage in law and equity, belonging to the liege people and natural born subjects of this kingdom ; and to make his resort or pedigree as heir to his ancestors, lineal and collateral, by reason of any descent, remainder, reverter, right, or title, conveyance, legacy or bequest whatsoever, which hath, may, or shall from henceforth descend, remain, revert, accrue, or grow due unto him ; as also from henceforth to take, have, retain, keep, and enjoy all manors, lands, tenements, and hereditaments, which he may or shall have by any purchase or gift of any person or persons whatsoever ; as also to prosecute, pursue, maintain, avow, justify, and defend all and all manner of actions, suits, and causes, and all other things to do, as lawfully, liberally, freely, and surely as if he the said William Burnet had been born of English parents within this kingdom of England, or as any other person or persons, born or derived from English parents within this kingdom of England, may lawfully in any wise do, and in all things, and to all intents shall be taken to be, and shall be a natural liege subject of this kingdom of England ; any law, act, statute, provision, custom, or dinance, or other thing

whatsoever had, made, done, promulged, proclaimed, or provided to the contrary thereof in anywise notwithstanding.

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I A. B. do sincerely promise and swear, that I will be faithful and bear true allegiance to their Majesties King William and Queen Mary.

Oath of Allegiance.

So help me God, &c.

I A. B. do swear, that I do from my heart abhor, detest, and abjure, as impious and heretical, that damnable doctrine and position, that princes excommunicated or deprived by the Pope or any authority of the see of Rome, may be deposed or murdered by their subjects, or any other whatsoever. And I do declare, that no foreign prince, person, prelate, state, or potentate, hath or ought to have any jurisdiction, power, superiority, pre-eminence, or authority, ecclesiastical or spiritual, within this realm. So help me God.

Oath of Supremacy.

Since the publication of the first volume of this work, some material alterations in the old law respecting the trade of aliens and denizens have been introduced by statutes 3 Geo. 4. c. 41, 42, 43, 44, and 45.

GEORGE the Third, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and so forth, to all to whom, &c. Know ye, that we for divers good reasons and causes us hereunto, &c. do grant unto our well beloved A. B. formerly of H. but now of the parish of, &c. that they and each of them shall and may be made *free denizens* and liege subjects of us, our heirs and successors, and that their and each of their heirs respectively shall and may be liege subjects of us, our heirs and successors, and that as well they as the heirs of each of them respectively may in all things be treated, reputed, held, and governed as our faithful liege subjects, born within our United Kingdom of Great Britain and Ireland; and that they and each of them respectively may in and by all things have, exercise, use, and enjoy all and all manner of actions and suits and complaints of what nature or kind whatsoever within our United Kingdom of Great Britain and Ireland or elsewhere within our dominions, and in them to plead and be impleaded, answer and be answered, defend and be defended, as any of our faithful liege subjects born or to be born in our said United Kingdom of Great Britain may or can; and moreover that the said A. B., &c. and each of them and their heirs respectively, may lawfully and with impunity at their pleasure acquire, receive, take, have, hold, purchase, and possess lands, tenements, rents, revenues, and services, and all other hereditaments whatsoever, within our said United Kingdom of Great Britain and Ireland, and other our dominions, and may use and enjoy the same to them, and their heirs for ever, or in any other manner whatsoever, and may give, sell, alienate, and bequeath the same to any person or persons as they shall think fit, and as fully, freely, quietly, entirely, and peaceably as any of our faithful liege subjects born within our said United Kingdom of Great Britain and Ireland; and that they and each of them and their heirs respectively may freely and lawfully claim, retain, and enjoy manors, lands, tenements, rents, and hereditaments heretofore given, granted, or assigned, or hereafter to be given, granted, or assigned to them, or any of them, by us or by any other person or persons whatsoever, as freely, quietly, entirely, and peaceably as any our faithful liege subjects born within our United Kingdom of Great Britain may or can; and that they and each of them and their heirs respectively may have and possess all and all manner of liberties, franchises, and privileges of our said United Kingdom of Great Britain and Ireland, and other our dominions, and may use and enjoy the same freely, quietly, and peaceably, as our liege subjects born within our said United Kingdom of Great Britain and Ireland, without any disturbance, molestation, hindrance,

Letters of Denization to make a person a British Subject. (1)

(1) See ante, 1 vol. 120, &c.

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vexation, claim, or grievance whatsoever, of us, our heirs and successors, or any our ministers or officers, or any other whatsoever; but notwithstanding, we will, and by these presents command, that the said A. B., &c. &c. and each of them, that they and each of them and their heirs respectively, do homage and allegiance to us, our heirs and successors, and that they do pay and contribute lot and scot as other our liege subjects do pay and contribute, or as they ought to pay and contribute, as is just, and that they and each of them, and their heirs respectively, do pay to us, our heirs and successors, the like customs and subsidies for their goods and merchandizes as aliens do and ought to pay: Provided always, that the said A. B. and each of them, and their heirs respectively, do hold and observe all and singular ordinances, acts, statutes, and proclamations of our said United Kingdom of Great Britain and Ireland, as well those already published as those which shall hereafter be published, and that they be obedient to the same, according to the form of the laws and statutes in that behalf: Provided nevertheless, and we will that they and each of them, and the families and family which they or any of them now have or hereafter shall have, shall continue and be resident within this our United Kingdom of Great Britain and Ireland, or elsewhere within our dominions: Provided lastly, and under this condition, that if the said A. B., &c. or his heirs male, or any one of them respectively shall be a master or masters of a ship or ships, or if the said A. B., &c. or their heirs or any of them, shall hereafter carry on any traffic within the limits, or contrary to the liberties and privileges heretofore granted to any corporation or corporations of merchants of this our United Kingdom of Great Britain and Ireland, by any charters of letters patent of us, or any of our predecessors, then these our letters patent as to such person or persons who shall or may be master or masters of a ship or ships, or shall or may carry on traffic as aforesaid, shall be void and of none effect. Witness, &c.

By Writ of Privy Seal.

CHAP. VI.

Vol. I. Ch. VI.*The Navigation Laws.*

SINCE publishing the first volume of this work (page 169 to 264) most material alterations in the navigation laws of this country have been enacted, and many of the ancient statutes affecting exportation and importation have been repealed, and some new provisions introduced, by

3 Geo. 4. c. 41. "An act to repeal divers ancient statutes and parts of statutes, so far as they relate to the importation and exportation of goods and merchandize from and to foreign countries." 24th June 1822.

3 Geo. 4. c. 42. "An act to repeal certain acts, and parts of acts, relating to the importation of goods and merchandize." 24th June 1822.

3 Geo. 4. c. 43. "An act for the encouragement of navigation and commerce, by regulating the importation of goods and merchandize, so far as relates to the countries or places from whence, and the ships in which such importation shall be made." 24th June 1822.

3 Geo. 4. c. 44. "An act to regulate the trade between His Majesty's possessions in America and the West Indies, and other places in America and the West Indies." 24th June 1822.

3 Geo. 4. c. 45. "An act to regulate the trade between His Majesty's possessions in America and the West Indies, and other parts of the world." 24th June 1822.

Certificate that
A. B. is Chief
Mate of a Vessel,
and has the

London, } These are to certify those whom it doth or may concern, that
to wit. } master of the ship or vessel called _____, of the port of
burthen _____ tons, in the _____ trade, and now lying in the river

Thames, came before me esq. one of His Majesty's justices of the peace, and voluntarily made oath, that (the description of whose person is mentioned at the bottom of this paper) is chief mate of and in his ship or vessel called the as aforesaid, and that he the said chief mate has the charge of all the goods or merchandize received on board the said ship or vessel committed to his care, for which he stands accountable, and to see that the said goods or merchandizes be safely delivered.

Sworn before me this
day of 18 . }

N. B. The above mentioned is about feet inches high,
complexion, wears hair, and is about years of age.

These are to certify all whom it may concern, that Daniel Bright, master or commander of the Tavistock of London, burthen 200 tons or thereabouts, mounted with 18 guns, navigated with 40 men, English built, registered at Southampton, and bound for Southampton, hath produced a certificate bearing date the 29th of March 1730, under the hands and seals of the principal officers of the custom house in the port of Southampton, with condition, that if the said ship or vessel shall load any sugar, tobacco, cotton wool, indigo, ginger, fustic or other dying wood, as also rice, molasses, hemp, pitch, tar, turpentine, masts, yards, bowsprits, copper-ore, beaver-skins, and other furs of the growth, production, or manufacture of any British plantations in America, Asia, or Africa, the same commodities shall be by the said ship or vessel carried to some port of Great Britain, and be there unloaden and put on shore, the danger of the seas only excepted; and hath here loaden and taken on board 290 hogsheads of sugar, 10 bags of cotton wool, 50 bags of ginger, 7 casks of indigo.

Dated at Kingston in Jamaica, the 17th day of May, in the 4th year of the reign, &c. and in the year, &c.

C. D. Naval Officer. D. E. Surveyor. E. F. Searcher.

A. B. Collector.

B. C. Comptroller.

These are to certify all whom it may concern, that Daniel Bright, master or commander of the Tavistock of London, burthen 200 tons or thereabouts, mounted with 18 guns, navigated with 40 men, English built, registered at Southampton, and bound for Southampton, hath here loaden and taken on board 290 hogsheads of sugar, 10 bags of cotton wool, 50 bags of ginger, 7 casks of indigo, and hath also here given bond with one sufficient surety in the sum of 2,000*l.* sterling, with conditions that the said goods and commodities shall be by the said ship or vessel carried to some port of Great Britain, and to no other place, and be there unloaded and put on shore, the dangers of the seas only excepted.

Dated at Kingston in Jamaica, the 17th day of May, in the year of the reign of, &c., and in the year, &c.

C. D. Naval Officer. D. E. Surveyor. E. F. Searcher.

A. B. Collector.

B. C. Comptroller.

These are to certify all whom it doth concern, that Daniel Bright, master or commander of the Tavistock of London, burthen 200 tons or thereabouts, mounted with 18 guns, navigated with 40 men, English built, registered at Southampton, hath here loaden and taken on board 290 hogsheads of sugar, 10 bags of cotton wool, 50 bags of ginger, 7 casks of indigo,

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Charge of the Merchandizes therein. (1)

Certificate for a Ship that hath produced a Certificate in the Plantations, and Bond being given in Great Britain to return to Great Britain only. (2)

Certificate for a Ship that has given Bond in the Plantations to come to Great Britain only. (3)

Certificate for a Ship that has given Bond in the Plantations to come to Great Britain, or to go

(1) See a form, Montefiore, 174. This is the form now adopted, and is usually printed.

(2) See form, Post. Dict.

(3) See form, Post. Dict.

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to some other
British Planta-
tion. (1)

and hath here given bond with one sufficient surety in the sum of 2,000*l.* sterling, with conditions that the said goods and commodities shall be by the said ship or vessel carried to some port of Great Britain, or to some other of His Majesty's British plantations, and be there unloaden and put on shore, the dangers of the seas only excepted.

Dated at Kingston in Jamaica, the 17th day of May, in the 4th year of the reign of our sovereign Lord George the 2d. King of Great Britain, &c. and in the year, &c.

C. D. Naval Officer. D. E. Surveyor. E. F. Searcher.

A. B. Collector.

B. C. Comptroller.

Certificate for a ship that has paid the Duties due in the Plantations by an Act of the 25th Year of the Reign of King Charles 2d, and has given Bond in the Plantations to come to Great Britain, or to get to some other British Planta-
tion. (2)

These are to certify all whom it doth concern, that Daniel Bright, master or commander of the *Tavistock* of London, burthen 200 tons or thereabouts, mounted with 18 guns, navigated with 40 men, English built, registered at Southampton and bound for Southampton, hath here loaden and taken on board 290 hogsheads of sugar, 10 bags of cotton wool, 50 bags of ginger, 7 casks of indigo, for which the rates and duties imposed by the act of the 25th year, of King Charles 2d. for better securing the plantation, are fully answered and paid, and hath here also given bond with one sufficient surety in the sum of 2,000*l.*, with conditions that the said goods and commodities shall be by the said ship or vessel carried to some port of Great Britain, or to some other of His Majesty's British plantations, and be there unloaden and put on shore, the dangers of the seas only excepted.

Dated at Kingston in Jamaica, the 17th day of May, in the 4th year of the reign of, &c. and in the year, &c.

C. D. Naval Officer. D. E. Surveyor. E. F. Searcher.

A. B. Collector.

B. C. Comptroller.

Oath verifying the foregoing Certificate.

Daniel Bright maketh oath, that he really became bound to His Majesty at Kingston in Jamaica, for the due landing of the goods within mentioned, as is particularly expressed in the certificate on the other side.

Sworn, &c.

DANIEL BRIGHT.

Certificate that a Ship laden with Goods not enumerated, was duly-entered and cleared in the British Plantations. (3)

These are to certify all whom it doth concern, that William Law, master or commander of the *Endeavour* of Bristol, burthen 180 tons or thereabouts, mounted with 12 guns, navigated with 30 men, English-built, registered at Southampton and bound for Southampton, having on board 4000 pipe and stave hogsheads, 15 bundles of whales fins, 40 barrels of train oil, hath entered and cleared in the custom house at Boston in New England, according to law.

A. B. Collector.

Given under our hands and seals of office, this 30th day of April, in the year of the reign, &c. and in the year of our Lord, &c.

C. D. Naval Officer. D. E. Surveyor. E. F. Searcher.

Certificate. (4)

A Certificate under the hands and seals of the governor, lieutenant governor, collector of the customs, and naval officer in the said plantations, or any two of them, testifying that before the departure of the ship, the person loading the said naval stores had made oath before them, that the same were truly and bona fide of the growth and produce of the said plantations; and with respect to the high bounty or premium on tar, the said certificate must likewise express, that it appeared to them, by the oath of the owner or

(1) See form, Post. Dict.

(2) See form, Post. Dict.

(3) See form, Post. Dict.

(4) This and the following forms are in Post. Dict.

maker of the tar for which such Certificate was granted, that the tar therein mentioned was made from green trees, prepared for that purpose after the following manner, that is to say, that when such trees were fit to bark, the bark thereof was stripped eight feet, or thereabouts, up from the root of each tree, a slip of the bark of about four inches in breadth having been left on one side of each tree; and that each tree, after having been so barked, had stood during one year at the least, and was not before cut down for the making of tar; and that the said tar was made without mixture of any other tar therewith; the form of which certificate is usually as follows:

Port of Boston in } In the Alice of Hull, Daniel Granger master, for South-
New England. } ampton. WILLIAM FORD.

Four bundles, containing three tons of hemp of the produce of one of His Majesty's plantations in America, as appears to us by the following oath:

Jurat, William Ford, that the hemp above mentioned by him, shipped on board the above named ship, the Alice of Hull, whereof Daniel Granger is master, bound for Southampton, is truly and bona fide, according to the best of his knowledge, of the growth and produce of His Majesty's plantations above named. (1) In testimony whereof we have hereunto set our hands and seals of office, at the custom house aforesaid, this day of Loc. Sig.
A. B. Collector of the Customs. B. C. Naval Officer.

Daniel Granger, master of the ship Alice of Hull, lately arrived from Boston in New England, maketh oath, that the four bundles of hemp within mentioned were really and truly laden on board his said ship at Boston, a British Plantation in America [or at in Scotland] and that the four bundles of hemp, which he hath now delivered out of his said ship in this port of Southampton, are the very same goods which he took on board at Boston as aforesaid, and that he knows [or verily believes] every part thereof to be of the growth and product [or manufacture] of the said province, or of some other of His Majesty's Colonies and Plantations in America [or of some part of Scotland]. Oath on Certificate.

Sworn, &c. Signed DANIEL GRANGER.
A. B. Collector.

I do approve of Dennis Dove and Samuel Lloyd of Southampton, as sufficient securities for the sum of one thousand seven hundred pounds. Approval of Securities.

Dated

This is to certify, that Mr. Dennis Dove, did, on the 7th day of November 1731, pay the sum of one thousand and thirty-five pounds fourteen shillings and eight-pence, in free discharge of the above mentioned bond. Certificate on Discharge of Bond.

A. B. Collector:
B. C. Comptroller.

I do declare, upon the oath I have taken to the Russia Company, that the goods above mentioned were shipped on account of a freeman or free-men of the company, or on account of a native subject or subjects of Russia, and that no other person to my knowledge or belief is either directly or indirectly concerned therein. Declaration as to Property.

I affirm, by the oath I have taken to the Levant Company, that the goods above mentioned are for the account of myself or others, free of the said company, or of such as have their licence to trade, or are purchased by freight received in Turkey or Egypt, by ships navigated according to law, Affirmation.

(1) When the Certificate is for tar made from trees purposely prepared in the manner before mentioned, there must then be added after this reference,—And that the said tar was made from green trees, prepared for that purpose as the law directs.

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or are the property of Ottoman subjects, who do not enjoy protection from any European or privileged power, and the same are to the best of my knowledge, belief, and information, truly and bona fide the property of such persons as aforesaid, and there is no intention, by any species of colour, fraud, or collusion, to declare them to be otherwise than they really are.

CHAP. VII.

Of the Fishery Laws.

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SINCE the publication of the first volume of this treatise, some material alterations have been introduced, affecting the fishery laws, viz. 3 Geo. 4. c. 41, 42, 43, 44, & 45.

CHAP. VIII.

War, Forms relating to.

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Letters Patent
for especial Re-
prisals from the
King of G.B.
(under the Great
Seal of England)
against the States
of Holland and
their Subjects.
Inrolled in the
High Court of
Chancery,
19 May,
16 Car. 2. (1)

CHARLES the 2d, &c. Whereas our loving subjects Sir William Courteen, deceased, and his partners, anno 1643, by the depredation and hostile act of one Gailand, commander in chief of two ships belonging to the East India Company of the Netherlands, was, between Goa and Maccas in the Straights of Malacca, deprived and most injuriously spoiled of a certain ship called the Bona Esperanza, and of her tackle, apparel, and furniture, and all the goods and lading in her, upon a very hopeful trading voyage to China, which were carried to Batavia, and there, without any legal process, confiscated; and also in the same year, another laden ship of our said subject, called the Henry Bonadventure, being come on ground near the Island of Mauritius, was there, both ship and goods, seized upon by some of the officers and ministers, and others under the command of the said East India company, and utterly detained from the right owners: And whereas the said Sir William Courteen and his assigns, in his life time, used all possible endeavours to recover the said ships and goods, and to procure further justice against the malefactors, and yet could obtain no restitution or satisfaction, whereby they came to be much distressed and utterly undone in their estate and credit; and thereupon, and upon the most humble supplication and addresses of Francis Earl of Shrewsbury and William Courteen, Esq. grandson and heir of the said Sir William, deceased, Sir John Ayton and Sir William Turner, Knights, and George Carew and Charles Whitaker, Esquires, (on the behalf of themselves and divers others interested in the said two ships Bona Esperanza and Henry Bonadventure, and in the estates of the said Sir William Courteen deceased), Sir Edward Littleton, Baronet, and Sir Paul Pindar, Knight, that we would take their case into our princely consideration: We, out of a just sense we then had and still have of their unjust sufferings in that business, both by our own letters under our sign manual to the States General of the United Provinces, and by Sir George Downing, Knight and Baronet, our envoy extraordinary, to whom we gave special command so to do, required satisfaction to be made according to the rules of justice, and the amity and good correspondence which we then desired to conserve with them firm and inviolable: And whereas after several addresses made to the States General by our said envoy, and nothing granted effectual for relief of our said subjects (whom we take ourselves in honor and justice concerned to see satisfied and repaid), we lately commanded the said Sir George Down-

(1) See ante, 1 vol. 140. 418. to 422. See a form, Postle. Dict.

ing to intimate and signify to the said States, that we expected their final answer, concerning satisfaction to be made for the said ships and goods, by a time then prefixed and since elapsed, that we might so govern ourselves thereupon, that our aforesaid subjects might be relieved according to right and justice; and yet no satisfactory answer hath been given, so that we cannot but apprehend it to be not only a fruitless endeavour, but a prostituting our honor and dignity to make a further application after so many denials and slightings: And whereas John Exton, Doctor of Laws, Judge of our high Admiralty Court of England, upon our command to certify to us the value of the losses and damages sustained by the said Sir William Courteen and partners, whose interest is now vested in our loving subjects Sir Edmund Turner, Knight, and George Carew, Esquire, and partners, hath, upon full examination and proof thereof made by witnesses in our high Court of Admiralty, reported and certified under his hand, that the same do amount to the sum of one hundred and fifty-one thousand six hundred and twelve pounds.

Now know ye, that for a full restitution to be made to them for their ships, goods, and merchandize, of which the said Sir William Courteen, Knight, and partners were so despoiled as aforesaid, with all such costs and charges as they shall be at for the recovery of the same: We, by the advice of our Privy Council, have thought fit, and by these presents do grant licence and authority under our great seal of England, unto our said subjects Sir Edmund Turner and George Carew, their executors, administrators, and assigns, for and on the behalf of themselves and other persons interested as aforesaid, to equip, victual, furnish, and to set to sea from time to time, such and so many ships and pinnaces as they shall think fit; provided always, that there be an entry made and recorded in the Admiralty Courts of the names of all ships and vessels, and of their burden and ammunition, and for how long time they are victualled, and also the names of the commanders, before the same or any of them be set forth to sea; and with the said ships and pinnaces, by force of arms, to set upon, take, and apprehend any of the ships, goods, money, and merchandizes belonging to the States General, or any of the subjects inhabiting within any of their dominions or territories, wheresoever the same shall be found, and not in any port or harbour in England or Ireland, unless it be the ships and goods of the parties that did the wrong; and the said ships, goods, and money, and merchandizes, being so taken and brought into some port of our realms and dominions, an inventory thereof shall be taken by authority of our Court of Admiralty, by the judge or judges thereof for the time being, upon proof made before him or them that the said ships, goods, wares, merchandizes and money did belong to the States General, or any of their subjects as aforesaid, that they shall be lawful prize to the said Sir Edmund Turner and George Carew, their executors, administrators, and assigns as aforesaid, to retain and keep in their or any of their possessions, and to make sale and dispose thereof in open market, or howsoever else to their and every of their best advantage and benefit, in as ample manner as any time heretofore hath been accustomed by way of reprisal, and to have and enjoy the same as lawful prize, and as their own proper goods, so that neither any captain, master, nor any of their company that shall serve in person, or shall promote and advance the said enterprize in manner and form aforesaid, shall in any manner of wise be reputed or challenged as an offender against any of our laws; and that it shall be lawful for all manner of persons, as well our subjects as any others, to buy the said ships, goods, and merchandizes so taken and apprehended by the said captain, masters, and others, and adjudged as aforesaid, without any damage, loss, hindrance, trouble, molestation or incumbrance to befall the said buyer or any of them, in as ample and lawful manner as if the ships, goods, wares and merchandizes had been come and gotten by lawful traffic of merchants, or of just prize in time of war: provided always, that all ships, goods, and merchandize taken by virtue of

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 this our commission, shall be kept in safety, and no part of them wasted, spoiled, or damaged, or the bulk thereof broken, until judgment hath first passed as aforesaid, that they are the ships and merchandize of the States General, or some of their subjects as aforesaid; and if by colour of this our commission, there shall be taken any ships, goods, or merchandizes of any of our loving subjects, or the subjects of any prince or state in good league or amity with us (except the States General or their subjects as aforesaid), and the goods therein laden, sold and embezzled, or diminished, or the bulk thereof broken in any place, before they shall be adjudged to belong to the States General, or some of their subjects as aforesaid, that then this commission shall not be of sufficient authority to take the said ships, goods, and merchandizes, or to warrant or save harmless such as shall receive, buy, or intermeddle therein, but that both the prizes so taken, and the said ships of war, shall be confiscated to our use.

And further we do declare, that it is our will and pleasure, that this our commission shall remain in full force and power, to all intents and purposes, until the said Sir Edmund Turner and George Carew, their executors, administrators, and assigns as aforesaid, shall, by virtue thereof, have by force of arms, apprehended, taken, seized, recovered and received from the said States General or their subjects, one hundred and fifty-one thousand six hundred and twelve pounds, according to the appraisement to be made by appraisers upon oath, nominated and authorized in our said Court of Admiralty, of such ships, goods, wares, or merchandizes as shall be taken from the said States General, or any of their subjects, by virtue of this commission, or shall otherwise receive satisfaction of the debt aforesaid, by composition to be made between those of the East India Company of the Netherlands, and the said Sir Edmund Turner and George Carew, their executors, administrators, and assigns as aforesaid, notwithstanding the present difference between us and the said States General, depending upon general reprisals, may be agreed and composed; and that in the interim a good correspondence may be renewed between us and the said States General, but only in case of resistance, and that after, in cold blood, the subjects of the States General, if hurt or wounded, shall be used with all convenient offices of humanity and kindness, &c.

**Proclamation for
revoking Letters
of Marque and
Reprisals. (1)**

Whereas George Carew Esq. had formerly granted to him letters of marque against the States General of the United Provinces, for satisfaction of a certain demand which Sir William Courteen and others had against the said States, and to which the said George Carew was entitled, which said demand has since by treaty of peace between his Majesty and the said States been totally abolished and extinguished, and all letters of marque and reprisal by the same treaty discharged accordingly: And whereas His Majesty has since recalled and superseded the said letters of marque, to the end that no person may be misled under pretence of any letters of marque and reprisal heretofore granted to the said George Carew, and thereby incur the danger of the law as pirates; His Majesty is pleased by this his proclamation to declare, that the said George Carew has now no authority and commission, by virtue of any such letters of marque, to equip or set out any vessel whatsoever, and that all persons that shall presume to be aiding to him in setting forth any such ship, or serve under him by colour of any such pretended authority, shall be proceeded against as pirates according to the utmost severity of the law.

(1) As to revocation of letters of marque, see ante, 1 vol. 419.; and see form, Post. Dict.

CHAP. IX.

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Log Book. (1)

Neutrals, Forms relating to. (2)

JOURNAL of the Ship *Hanna Ebell*, Captain *Frederick Messell*,
at Anchor in Alicant and Torrevieza Roads.

unc

To
th

ary for the intended voyage ;
hip ; at 8 o'clock set the watch.

o. do.
awl after water for the voyage ;

at 8 o'clock set the Watch.

Continued loading and filling water
asks ; at 9 o'clock drew the pump out
and set the watch.

Finished loading, 317 modius (salt) in all ;
et the fore rigging. On taking in the two
ast barges, I found that the ship had
lrawn a little more water than usual ;
at 9 o'clock drew the pump out and set
he watch.

Set the main rigging, and made ready
for sailing, filled the rest of the water
asks ; from yesterday to this evening, the
ship had made near $1\frac{1}{2}$ inch water an hour ;
at 9 o'clock pumped her free, and set the
watch.

Made the ship quite ready for sailing ; at
3 o'clock pumped her free, and set the watch.

At 4 o'clock weighed anchor and put to
sea, along the coast between Torrevieza
and Cape Palos.

(1) See ante, 1 vol. 488.

(2) See ante, 1 vol. 438 to 489.

CHAP. IV.

Duty of the Flag.

Instructions to
the captain to
require the duty
of the flag. (1)

THE following are the forms of instructions issued respecting the Duty of the Flag.

Upon your meeting with any ship or ships within His Majesty's seas, (which, for your better guidance herein, you are to take notice extend to Cape Finisterre) belonging to any foreign prince or state, you are to expect that in their passage by you, they strike their top-sail and take in their flag in acknowledgement of His Majesty's sovereignty in those seas; and if any shall refuse to do it, or offer to resist, you are to use your utmost endeavours to compel them thereunto, and in no wise to suffer any dishonour to be done to His Majesty.

Instructions to
the lieutenant.

You are to take upon yourself the entire charge and conduct of His Majesty's said ship, and stand accountable for the well executing the whole duty of commander thereof, during the absence or in case of the death of your said commander, with respect as well to the printed general instructions given to commanders (a copy whereof is hereunto annexed) as any other particular orders of His Majesty, &c.

CHAP. V.

Naturalization and Denization, Forms relating to.

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Act of Naturali-
zation of Prince
Leopold.

An Act for the Naturalization of His Serene Highness Leopold George Frederick Duke of Saxe, Margrave of Meissen, Landgrave of Thuringuen, Prince of Cobourg of Saalfeld; and settling his Precedence.

[Passed in 36 Geo. 3.]

WHEREAS His Royal Highness The Prince Regent, acting in the name and on the behalf of His most Sacred Majesty, has, to the universal joy and satisfaction of His Majesty's subjects, judged it proper that an alliance should be contracted between the family of His Majesty and His Serene Highness Leopold George Frederick Duke of Saxe, Margrave of Meissen, Landgrave of Thuringuen, Prince of Cobourg of Saalfeld; and has therefore in the name and on the behalf of His Majesty, consented, with the full agreement of the parties interested, that a marriage should be celebrated between the most high and illustrious Princess Charlotte Augusta, daughter of His Royal Highness The Prince of Wales, Regent of the United Kingdom of Great Britain and Ireland, and His Serene Highness: And whereas a more grateful proof of the esteem and affection of this Kingdom cannot be given to His Serene Highness, than by an act of naturalization to make him capable of enjoying those rights and liberties which are enjoyed in this Realm: We, Your Majesty's most dutiful and loyal subjects, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present parliament assembled, and by the authority of the same, that the said Leopold George Frederick Duke of Saxe, Margrave of Meissen, Landgrave of Thuringuen, Prince of Cobourg of Saalfeld, when and so soon as he shall have taken the oaths of allegiance and supremacy before the Lord High Chancellor, which oaths the Lord High Chancellor is hereby authorized to administer, shall be, to all intents and purposes whatsoever, deemed, taken, and esteemed a

(1) See ante, 1 vol. 102 p. 2.

natural-born subject of this Kingdom, as if His Highness had been born within this Realm; any law, statute, matter, or thing whatsoever to the contrary notwithstanding.

2. And be it further enacted, that the said Lord High Chancellor shall, immediately after such oaths shall have been taken before him, certify the same, and cause such certificate to be recorded in the high court of chancery.

3. And be it further enacted, that when and so soon as the said marriage shall have been celebrated, it shall be lawful for His Majesty, to give to the said Leopold George Frederick Duke of Saxe, Margrave of Meissen, Landgrave of Thuringen, Prince of Cobourg of Saalfeld, for and during the term of His natural life, such precedence and rank before the Lord Archbishop of Canterbury, the Lord Chancellor, and all other great officers, and the Dukes, (other than and except the Dukes of the Blood Royal), and all other Peers of this Realm, as His Majesty shall deem fit and proper; any law, statute, or custom whatsoever to the contrary notwithstanding.

An Act for naturalizing Philip Novelli.

[Passed in 3 Geo. 4.]

Naturalization
Act, general
Form. (1)

Humbly beseecheth Your most Excellent Majesty, the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, Philip Novelli, Son of Andrea Novelli and Margheritta Castellario his wife, born at Chieri in Italy, out of Your Majesty's allegiance, professing the Protestant Religion, and having given testimony of his loyalty and fidelity to Your Majesty and the good of the United Kingdom of Great Britain and Ireland, that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that he the said Philip Novelli shall be, and he is hereby from henceforth naturalized, and shall be adjudged and taken to all intents and purposes to be *naturalized, and as a free born subject* of the said United Kingdom, and he is and shall be from henceforth adjudged, reputed, and taken to be, in every condition, respect, and degree, free, to all intents, purposes, and constructions, as if he had been born a *natural subject* within the said United Kingdom:

And be it further enacted, that he the said Philip Novelli shall be, and he is hereby enabled and adjudged able, to all intents, purposes, and constructions whatsoever, to inherit and be inheritable and inherited, and to demand, challenge, ask, take, retain, have, keep, and enjoy all or any manors, lands, tenements, hereditaments, goods, chattels, debts, estates, and all other privileges and immunities, benefits and advantages, in law or in equity, belonging to the liege people and natural born subjects of the said United Kingdom, and to make his resort or pedigree as heir to his ancestors, lineal or collateral, by reason of any descent, remainder, reverter, right, title, conveyance, legacy, or bequest whatsoever, which hath, may, or shall from henceforth descend, remain, revert, accrue, or grow due unto him, as also from henceforth to ask, take, have, retain, keep, and enjoy all manors, lands, tenements, and hereditaments, which he may or shall have by way of purchase or gift of any person or persons whomsoever, and to prosecute, pursue, maintain, avow, justify, and defend all and all manner of actions, suits, and causes, and all other things to do as lawfully, liberally, freely, and surely, as if the said Philip Novelli had been born of parents being natural born subjects of the said United Kingdom, and as any person born or derived from parents being natural born subjects of the said United Kingdom may lawfully or in any wise do, and he the said Philip Novelli in all things, and to all intents and purposes shall be taken to be, and shall be a natural liege sub-

(1) See 1 vol. 123.

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arm, and when he was apparently dead, they dropped him into the water, then drew him up and threw him into the long boat, which was alongside the brig; when he was able to move they drew him on deck and beat him back into the fore-castle. At the sight of him bleeding profusely from several wounds, weakened from the loss of blood, and almost drowned, we all again were certain of undergoing the same cruel treatment. In this horrid state of suspense we were suffered to remain for hours. Being disappointed in the object of their pursuit, they commenced to plunder the brig of every thing that was valuable — the captain of all the brig's papers, and his desk, with all his private papers; and the passengers of all their valuable papers of every description, and trunks with all their contents. They robbed us of all our clothing, watches, breast-pins, and in fact of every thing except what we had on our backs. About the same time that they brought the *Aurilla* to anchor, they brought the brig *Hiram* of Newport, captain Weeks, and as near as we could ascertain, the captain and his crew suffered severely. About five hours after they had captured us, they saw three sail crossing the bank, they ordered the captain to remain until morning for further orders, and that if he attempted to violate his orders, all hands should be murdered, and the brig set on fire; then made sail in chase of the three vessels, succeeded in capturing two of them, and then returned to the anchorage near us. At eight o'clock P. M. they came on board of us again, ransacked the brig, and took away every thing they could find, even of the most trifling consideration.

At day light a large party came on board and made a thorough search throughout the brig, not the least thing or place was left unsearched. At this time they left us scarcely any thing on board, a short allowance of provisions, and a few large boxes of furniture which they were unable to take away. They took likewise our colours, a new hawser, and the brig was robbed of every thing. It is impossible to conjecture what would have been our lot, had they not have captured so many vessels about the same time. About ten A. M. they ordered the captain to cut his cable and be off immediately, the order was no sooner given than executed. A short time after the cable was cut, and as we were making sail, we saw a boat with a number of the pirates on board approaching us, we experienced the most terrible apprehension of a speedy death. For some minutes we remained in the agony of suspense, until they boarded us, and demanded of the captain, in Spanish, his carpenter; there being no carpenter on board or attached to the vessel, the captain answered that there was no carpenter on board. However they still persisted that there was one, and that if he was not delivered up immediately, they would murder all of us instantly. The ruffians fell to beating the captain, then the mate, most unmercifully. In the meantime some persons said, that an old negro man, by the name of Simon, was the carpenter, they fell to beating him, drove him into the boat, and took him off. They left us about half after ten in the morning, all hands employed in repairing our rigging and stowing away what little cargo they could not take away; the boxes, barrels, and packages nearly all broken open, some of which were robbed of part of their contents, and others torn to pieces; as to the quantity robbed we have not been able to ascertain.

CHAP. X.

Vol. I. Ch. X.

Passports, Licences, Orders in Council, &c. (1)

TO all to whom these presents shall come, greeting, Thomas Earl of P. Lord High Admiral of England, &c. (or we A.B. C.D. E.F., &c. Esqrs. Lords Commissioners for executing the office of Lord High Admiral; or we the Commissioners or principal Officer of the Customs in the city or port of, &c.) do testify and make known, that G. H., Master or Commander of the ship called the Prince Frederic, hath appeared before us, and hath declared by solemn oath, that the said ship or vessel, containing about two hundred tons, of which he is at present Master, as aforesaid, doth belong to the inhabitants of, &c. within the dominions of the King of England; and in regard that it would be more acceptable to us, that the said Master or Commander be assisted in his just and lawful affairs, and we hereby request you, and every of you, wheresoever the said Master or Commander shall arrive with his ship and the goods laden on board, and carried in her, that you will please to receive him courteously, and use him kindly, and admit him, upon paying the lawful and usual customs, and other duties, to enter into, remain in, and pass from your ports, rivers, and dominions, and there to enjoy all kind of right of navigation, traffic, and commerce, in all places where he shall think fit, without any interruption, which we shall most willingly and readily acknowledge, upon all occasions. In testimony and confirmation whereof we have with our hands signed these presents, and caused them to be sealed with our seal, dated the day of, &c. in the year, &c.

An English
Passport for
Shipping. (2)

[The like form to be used by the King of France.]

The Consuls and Senators of the town of, &c. certify, that the ship, &c. commanded by, &c. belongs to our said town (or some other town) in Sweden, and is laden only with goods belonging to Swedes, and bound for the ocean, as the Master and Owners thereof have declared before us in our Court, desiring this certificate as a proof of the same; the ships and goods being thereby to be exempted from all taxes and vexations in the passage of the Sound and the Belt, according to the treaties between the two kingdoms. (3) In testimony whereof we have caused the seal of the town to be put to these presents, which we have likewise caused to be signed by the Clerk. Given, &c.

A general mari-
time Passport
for a Swedish or
other Ship to
pass the Sound
of Denmark.

To the most Serene, most Illustrious, most Mighty, most Honourable and Prudent Lords, Emperors, Kings, Commonwealths, Princes, Dukes, Counts, Barons, Lords, Burgomasters, Sheriffs, Counsellors, Judges, Officers, Justices, and Regents of all cities and places, as well ecclesiastical as secular, who shall see or read these presents. We, Burgomasters and Governors of the City of, &c. do certify, that A.B. ship-master, appearing before us, hath declared by solemn oath, that the ship called, &c. containing about, &c. lasts, of which he is the present master, belongeth to inhabitants of the said United Provinces, so help him God; and as we would willingly see the said ship-master assisted in his just affairs, we do request you and every of you, where the above said master shall arrive with his ship and goods, that you will please to receive him courteously, and use him kindly, admitting him, upon paying the usual dues, tolls, and other customs, to enter into, remain in, and pass from your ports, rivers, and territories, and there to trade, deal,

Dutch Passport
or Certificate for
Ships that go
from the United
Provinces. (4)

(1) Ante, 1 vol. 438.

(3) See these ante.

(2) As to passports and safe conducts, ante
1 vol. 492., see form, Post. Dict.

(4) See form, Post. Dict.

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and negotiate in any port or place, in such sort and manner as he shall desire, which we shall most readily acknowledge on the like occasion. In witness whereof we have caused the seal of our City to be hereunto put.

CHAP. XI.

Forms relative to Importation and Exportation, &c.

Vol. I. Ch. XI.

SINCE the publication of the first volume of this work, the laws restraining importation and exportation have undergone a very considerable change by the several statutes, 3 Geo. 4. c. 41, 42, 43, 44, and 45.

Licence to im-
port Cambricks
and French
Lawns under
7 G. 3. c. 43. (1)



By the Commissioners for managing and causing to be levied and collected His Majesty's Customs, Subsidies, and other Duties, residing in London.

WHEREAS hath
given notice to us, the Commissioners of His Majesty's Customs, that he
intends to lade at
and to import into the Port of London,

in the

Master, being a British ship,

navigated according to law :

The said is therefore, by virtue
of an Act of Parliament made in the seventh year of the reign of His present
Majesty, intituled "An Act to amend and enforce the Acts of the eighteenth,
" twenty-first, and thirty-second years of the reign of His late Majesty
" King George the Second, for the more effectual preventing the fraudu-
" lent importation and wearing of Cambrics and French Lawns," hereby
licensed to import and land the said

in the said Port of London, within thirty days from the date
of this Licence :

But the master or person taking charge of the ship importing the said
is to deliver up this Licence to the Collector and Comp-
troller of the said Port of London, at the time of his or their entering the
ship ; and the name of the ship and master, together with the marks, num-
bers and contents of each package, are to be regularly endorsed on the back
hereof, and this Licence annexed to the entry or report of the ship, on for-
feiture of one hundred pounds.

*Signed by us, the Commissioners of His Majesty's Customs, at the Custom-
House, London, this Day of One thousand eight
hundred and*

N.B No Licence to be granted for the
Importation or Landing of any Cam-
bricks or French Lawns, in any
other package, or in any less quan-
tity than is directed and allowed by
the Act of the Thirty-second of
King George the Second.

(1) See ante, 1 vol. 524, n. 5, This is the common form printed in blanks.

Honourable Sirs,

Having sent me as a present from the Cape of Good Hope by the ship _____, _____ commander, four sheep, two deer, an ostrich, and six ducks; I am to request that your Honors will be pleased to order them to be landed and admitted to entry.

I am, very respectfully, Honorable Sirs,

Your most obedient and most humble servant,

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For Presents of live Animals or Birds from Foreign Parts to be landed and admitted to Entry. (1)

Custom House, London, 6th December 1730.

Whereas Henry Crisp hath given notice to us the Commissioners of his Majesty's customs, that he intends to lade at Rotterdam in Holland, and to import into the port of Southampton, two hundred pounds of cinnamon, one thousand five hundred pounds of nutmegs, six hundred pounds of cloves, six hundred pounds of mace;

Old Form of Licence for Importation of Nutmegs, &c. Growth of Asia.

The said Henry Crisp is therefore, by virtue of the several laws now in force, hereby licensed to import the said spice into the said port of Southampton in a British ship duly navigated; but the master, purser, or other person taking charge of the ship importing the said spice is to deliver up this licence to the collector and comptroller of the said port of Southampton at the time of his or their entering the ship; and the name of the ship and master, together with the marks and numbers of each cask, bale or parcel, and the quantity and quality of such spice, is to be regularly endorsed on the back hereof, and his licence annexed to the entry or report of the ship; otherwise the spice before mentioned will be forfeited, and deemed to be imported without a licence, and the ship importing the same will be subject to forfeiture.

* $\left\{ \begin{array}{l} \text{A. B.} \\ \text{B. C.} \\ \text{C. D.} \end{array} \right\}$ Commissioners.

* Or the Customer, or Collector and Comptroller of the port of importation.

To the Right Honorable the Lords of His Majesty's most Honorable Privy Council.

The humble petition of _____ of London, merchant.

Petition for Leave to export Military Stores to Jamaica. (2)

Sheweth,

That your petitioner having received orders from his partner, Mr. _____ of Kingston, in the island of Jamaica, to ship twenty muskets and bayonets, twenty cutlasses, and six barrels of gunpowder, for the use and defence of the inhabitants of that place;

That the ship *Eliza*, Robert Smith master, being about to proceed to Kingston in the said island of Jamaica;

Your petitioner most humbly prays, that your Lordships will be pleased to permit the military stores above mentioned to be shipped on board the said ship *Eliza*, for Kingston in Jamaica, on giving the usual security; and, as in duty bound, your petitioner will ever pray, &c.

N. B. The like form will also serve for exporting of provisions.

If the goods imported be entitled to a premium after entry and delivery, the officers will examine them carefully, and see that they be cleansed and garbled from all dirt, dross, &c. and are in good merchantable condition,

Practical Proceeding to obtain Bounty on Importation. (3)

(1) See Montefiore, 377. Sheep cannot in general be imported, see ante, 1 vol. 531.

(2) Montefiore, 374. ante, 1 vol. 584. 1 Edwards, Adm. Rep. 35.

(3) See ante, 1 vol. 538. 544., and Post. Dict.

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and have all the other qualifications required by law. Then the true quantities, qualities, circumstances of importation, &c. are certified at large by the proper officers. (C.) This certificate is delivered to the importer, who, upon producing the same to the commissioners or officers appointed by law to pay the premium, will have it put in due course of payment accordingly.

(C.)

Form of Certificate for bounty on Import.

These are to certify whom it may concern, that the goods undermentioned were imported in the ship _____, whereof _____ is master, from _____ consigned to and entered by the _____ day of _____, viz. _____; which goods are of the growth and produce of _____ as appears to us by a certificate under the hands and seals of _____ dated _____ and the affidavit of the said master, dated _____

Certificate of view and examination to entitle to Bounty on Import. (1)

These are to certify, that in pursuance of an act of parliament passed in the second year of His present Majesty, intituled "An act for the better preservation of His Majesty's woods in America, and for the encouragement of the importation of naval stores from thence, &c.," we have viewed _____ and we find the said goods duly qualified, and entitled to the reward and premium appointed by the above said act.

Bond for warehousing Goods conditioned for duly exporting, or paying import Duties in a Year, under 43 G. 3. c. 132. s. 8. (2)

Know all men by these presents, that we

_____ are held and firmly bound unto our Sovereign Lord George the Fourth, by the Grace of God of the United Kingdom of Great Britain and Ireland King, Defender of the Faith, in the sum of _____ pounds of good and lawful money of Great Britain, to be paid to our said Lord the King, His Heirs and Successors: to which payment, well and truly to be made, we bind ourselves and every of us, jointly and severally, for and in the whole, our heirs, executors, and administrators, and every of them, firmly by these presents. Sealed with our seals. Dated this _____ day of _____ in the _____ year of the reign of His said Majesty, and in the year of our Lord one thousand eight hundred, and _____

Whereas by an act of parliament passed in the forty-third year of the reign of His late Majesty, intituled "An act for permitting certain goods imported into Great Britain to be secured in warehouse without payment of duty," it is (amongst other things) enacted, that it shall and may be lawful for the importer or importers, proprietor or proprietors, consignee or consignees, of any of the goods, wares, or merchandize enumerated and described in the table thereunto annexed, marked (C), and which shall be legally imported or brought into the port of London, to land any such goods without payment at the time of the first entry of such goods, wares, and merchandize, of the duties of customs due on the importation thereof, and such goods may be lodged and secured at or in such places, and under such rules, regulations, and restrictions as the commissioners of the customs in England, or any four or more of them, shall approve and direct, upon the

(1) See ante, 1 vol. 544., and Post. Dict.

(2) Ante, 1 vol. 546. 549.

said importer, proprietor, or consignee entering into bond to His Majesty, His Heirs and Successors, with one sufficient surety, to be approved of by the collector and comptroller of the customs of the said port of London, in double the amount of the said duties due and payable on the importation of such goods, wares, and merchandize.

And whereas the benefit and accommodation granted by the said act are, under certain circumstances and conditions therein mentioned, to be extended to other ports of Great Britain :

And whereas the Lords Commissioners of His Majesty's Treasury have by their warrant, dated the thirty-first day of July one thousand eight hundred and five, been pleased to authorize and direct the Commissioners of His Majesty's Customs in England to give such directions respecting the Articles mentioned in table (C) of the said Act, as they may judge proper for the port of London and the several out ports :

And whereas the said Commissioners of the Customs have by their minute, dated the eighteenth day of September one thousand eight hundred and five, been pleased to order that the following goods, wares, and merchandize, being articles enumerated and described in the table marked (C) annexed to the said act, that is to say,

imported in the

which have lately been legally brought and imported by the above bounden into the port of London (the duties

in respect whereof not having been paid), may be deposited and warehoused at a warehouse situate at

under the joint locks of the Crown and the proprietor, the said warehouse having been rendered secure and proper for the reception of goods, wares, and merchandize, conformably to the directions of the Lords of the Treasury, and having been approved of by the said Commissioners of the Customs.

Now the condition of this obligation is such, that if the said goods, wares, and merchandize, and every part thereof, shall be landed and warehoused in the said warehouse, situate as aforesaid, and shall be either duly exported in the manner and under such rules, regulations, and restrictions, as far as the same are applicable thereto, as are directed by the said herein-before recited act, passed in the forty-third year of the reign of His late Majesty, in respect of goods, wares, and merchandize secured in warehouses under the said act, or if the full duties due and payable on the importation of the said goods, wares, and merchandize, or on such part thereof as shall not have been exported as aforesaid, shall be paid to the collector or other proper officer of the Customs, at the said port of London, within twelve months from the date hereof, then this obligation to be void, otherwise to remain in full force and virtue.

Sealed and delivered (being first duly stamped), in the presence of

Bond for warehousing goods, enumerated in table (C) under 43 G. 3. c. 132. s. 3. and warrant from the Lords of the Treasury.

In the Reward, John Leach, per Jamaica.

No. Pugh's and Co.

October 31st 1794.

M. 821.

9 cwt. refined sugar in whole loaves.

Outwards.

Oath of the Merchant, and Affidavit on Exportation of Sugar. (1)

John Pycroft and Warde maketh oath that they sold four hundred weight one quarter seventeen pounds refined sugar to Pugh and Co. 2d October

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1802, that the same was in whole loaves, that hath gone through the operation of two or more loys since last in the pans, and hath been thoroughly dried in the stove, according to the true intent and meaning of the act 5 G. 3., that the same was produced from Muscovado sugar, which as he verily believes was imported from His Majesty's plantations in America since 3d April 1781, and that the several duties payable thereon were duly paid at importation.

Sworn before me, 13th Nov. 1802.

JOHN PYCROFT.

G. BRATHWAITE.

Affidavit of the
Loaf Sugar
having been
made from the
identical Sugar
imported.

Arthur Ryder, for Pugh and self, maketh oath that the four hundred weight one quarter seventeen pounds refined sugar in whole loaves above mentioned, bought of Pycroft and Co., was the identical sugar exported in the Reward, John Leach, per Jamaica.

Sworn before me, 13th Nov. 1802.

ARTHUR RYDER.

W. PINGERN.

An entry must be made in the book inwards, and this oath must be subscribed and directed as a warrant for the delivery of the goods, in like manner as when the original entry is proved.

Present Form
of Oath on Ex-
portation of
Plate.

ounces wrought silver plate, made since
1st September 1815.

maketh oath that the ounces
wrought silver plate above mentioned was all made since 1st September 1815, and is stamped with the Goldsmiths-hall mark, denoting the same to have paid the duty of one shilling and sixpence per ounce.

Sworn before me

12th of January 1730.

The like Affidavit
of Silver being
stamped, &c.

In the Diligence of Bristol, Henry Hopkins master, for the Streights.

JOEL CRISP.

One hundred and fifty ounces of wrought plate, of the fineness of eleven ounces two penny weights per pound troy; valued at fifty pounds all.

Arthur Strong [Goldsmith] maketh oath, that the one hundred and fifty ounces of wrought plate above [or within] mentioned, are all of the fineness of eleven ounces two pennyweights to each pound troy, on which there is the Goldsmiths-hall mark.

Sworn, &c.

ARTHUR STRONG.

A. B. Collector.

Affidavit.

Arthur Strong [Goldsmith] maketh oath, that the one hundred and fifty ounces of silver plate, wrought above mentioned, were all made since the first day of June 1720, and marked with the mark or stamp, denoting it not to be less in fineness than that of eleven ounces two pennyweights of fine silver in every pound troy, on which there is the Goldsmiths-hall mark.

Sworn, &c.

ARTHUR STRONG.

A. B. Collector of Customs.

Oath, &c. of Ex-
portation of
Gold Lace. (1)

In the Tavistock of London, D. B. master, for Jamaica.

R. G.

Twenty-four pounds one ounce of silver lace,
twenty-eight pounds ten ounces of gold thread, ten } Value at 200*l.* in all.
pounds five ounces of gold fringe

Wm. B. (the maker) maketh oath, that the twenty-eight pounds ten ounces of gold thread, twenty-four pounds one ounce of silver lace, and ten pounds

five ounces of gold fringe, avoirdupoise weight, above mentioned, were all made since the first day of July 1712, and were all made of plate wire spun upon silk.

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Wm. B.

Jurat, 3 die Martii 1730, coram me,
A. B. Collector of the Customs.

Noverint universi, &c.

Whereas the above bounden R. G. hath this day entered outwards in the port of Southampton, on board the Tavistock of London, Daniel Bright master, for Jamaica, twenty-eight pounds, &c. of gold thread, twenty pounds of silver lace, twenty pounds of gold fringe, avoirdupoise weight, all made since the first day of July 1712, and made of plate wire spun upon silk: And whereas the said R. G. upon the exportation of the said gold thread, silver lace, and gold fringe for foreign parts, is to have an allowance or drawback according to the act of parliament of the tenth year of the reign of Her late Majesty Queen Anne, on that behalf made:

A Bond for the
Exportation of
Gold or Silver
Lace, Fringe, or
Thread.

Now the condition of this obligation is such, that if the said gold thread, silver lace, and gold fringe, and every part thereof, shall be shipped, and really and truly exported into parts beyond the seas, and that the same or any part thereof shall not be relanded or unshipped with intent to be relanded or brought on shore again, in any port or ports of Great Britain, then this obligation to be void, or else to remain in full force, effect, and virtue.

Sealed and delivered in the presence of

A. B. Collector.

R. G.

B. C. Comptroller.

D. B.

Hants Collection, Southampton Division, Jan. 2d, 1731.

These are to certify whom it may concern, that Mr. A. B. of C. maltster, did, between the 29th day of November and the 14th December 1730, enter one hundred and five quarters of barley (or other grain), and made the same into one hundred and seventeen quarters and two bushels of malt for exportation, and that on the exportation thereof the said A. B. is, by virtue of an act of the 3d Geo. 2d, intituled to the bounty or premium of 2s. 6d. per quarter upon one hundred and fifty-seven quarters of malt, being according to the allowance of thirty of malt for every twenty quarters of barley or other grain so malted for exportation, which said allowance amounts to the sum of 19l. 13s. 9d.

Excise Certifi-
cate for Malt
made for Export-
ation. (1)

D. E. Officer.

In the Tavistock of London, D. B. master, for Jamaica.

W. T.

Four dozen of men's leather heel shoes, three }
dozen of women's shoes, fifteen dozen of boys } Containing two hundred
and girls shoes. } and forty pounds.

Certificate on
Exportation of
Leather
Wares. (2)

These are to certify, that the shoes above mentioned, weighing two hundred and forty pounds weight, were made of tanned hides and calf skins, chargeable with a duty of one penny per pound weight, by an act of parliament of the ninth year of Her late Majesty Queen Anne, and an additional duty of one halfpenny per pound weight, by an act of the tenth year of Her said late Majesty's reign.

W. T.

Know all men by these presents,

Whereas the above bounden Wm. T. hath this day entered outwards in the port of Southampton, on board the Tavistock of London, D. B. master,

A Bond for the
Exportation of
Manufactures
of Tanned
Leather.

(1) See form Postle. Dict. tit. Malt.

(2) Postle. Leather Seller.

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for Jamaica, four dozen of men's leather heel shoes, three dozen of women's shoes, and fifteen dozen of girls and boys shoes, made of tanned hides and calf skins, weighing two hundred and forty pounds weight, chargeable with a duty of one penny per pound weight, by an act of parliament of the ninth year of the reign of Her late Majesty Queen Anne, and an additional duty of one halfpenny per pound weight, by an act of the tenth year of Her said late Majesty Queen Anne : And whereas the said W. T., upon the exportation of the said shoes, is to have an allowance or drawback according to the said acts of parliament on that behalf made :

Now the condition of this obligation is such, that if the said shoes and every part thereof shall be really and truly exported into parts beyond the seas, and no part thereof be relanded or unshipped with intent to be relanded or brought on shore again in any part or parts of Great Britain, then this obligation to be void, or else to remain and be in full force and virtue.

Sealed and delivered in the presence of

A. B. Collector.
B. C. Comptroller.

W. T.*
D. B.*

Certificate of Entry of Sugar intended for Exportation.

Port of Hull.

These are to certify, that there have been landed at this port ten boxes of foreign clayed sugar, brought by inland navigation from Liverpool, weighing on delivery there thirty-four hundred weight and fifteen pounds, and re-weighing here thirty-four hundred weight one quarter ; the said sugar having been originally warehoused under the act of 43 Geo. 3. c. 132. and removed to this port for exportation by Edward Rutson and Co. agreeably to the regulations of the act of the 50 Geo. 3. c. 64. as appears by a certificate under the hands of the collector and comptroller of Liverpool, dated 27th January 1812.

Custom House, certified 20th July 1812.

C. R. Comptroller.

C. L. Collector.

Certificate for Export of Goods for Drawback.

In the (ship) destination name

The duties consolidated, 1819, inwards for (quantity) paid by Tidswell, &c.

Dated

J. GRAYSFIELD.

Debenture for Gold and Silver Lace, Thread, and Fringe. (1)

R. G. did enter with us the 3d day of March 1730, in the Tavistock of London, D. B. Master, for Jamaica, twenty pounds of gold thread, twenty pounds of silver lace, ten pounds of gold fringe, all made since the first of July 1712, and of plate wire spun upon silk, as appears by the oath of Wm. B.

A. B. Collector.
—— Customer.
—— Comptroller.

Bond is taken in the penalty of 38*l*. that the above mentioned gold thread, silver and gold fringe shall be shipped and exported, and that the same, or any part thereof, shall not be relanded or brought again into any port or part of Great Britain.

Collector.
Comptroller.

Twenty pounds of gold thread, twenty pounds of silver lace, ten pounds gold fringe, above mentioned, were shipped on the 6th of March present.
Certified the 19th March.

Searcher.
Surveyor.
Landwaiter.

(1) Postle. tit. Lace.

Port of Southampton. These are to certify, I Caleb White have shipped

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Jurat, Caleb White, That the contents of the certificate are true, coram nobis,

E. F. Collector.
F. G. Comptroller.

Jurat, Caleb White, That the Corn herein mentioned, both for quantity and quality, was really exported to parts beyond the seas, and is not relanded nor intended to be relanded in Great Britain, or the islands of Guernsey or Jersey.

E. F. Collector.
F. G. Comptroller.

for Rotterdam, in the Goodfellow, of Hull, a British ship, whereof William Miller the master, and two thirds of the mariners are His Majesty's subjects, ninety-one quarters of wheat, forty-nine quarters of rye, thirty-eight quarters five bushels of barley, Winchester measure; and that the price of wheat of the measure aforesaid, in the port of Southampton, the last market day, did not exceed forty-eight shillings per quarter, of rye thirty-two shillings, and of barley twenty-four shillings per quarter.

Witness my hand the day of
CALEB WHITE.

Bond is taken in the penalty of seventy pounds, that the corn above mentioned (the danger of the seas excepted) shall be exported into parts beyond the seas, and not be again landed in the Kingdom of Great Britain, or the islands of Guernsey or Jersey.

E. F. Collector.
F. G. Comptroller.

The corn above mentioned, viz. ninety-one quarters of wheat, forty-nine quarters of rye, and thirty-eight quarters five bushels of barley, was shipped in the said ship on the 4th, 5th, 6th, and 7th days of January 1730.

Certified the 18th day of Jan. 1730.

A. B. Searcher.
B. C. Surveyor.
C. D. Landwaiter.

On the back of the foregoing Corn Debenture.

Receipt.

The money to be paid for the corn within mentioned, pursuant to an act of parliament for encouraging the exportation of corn, amounts to thirty-six pounds three shillings and three farthings	}	£ s. d. 36 3 0 $\frac{3}{4}$
--	---	---

E. F. Collector. F. G. Customer. G. H. Comptroller.

Southampton, the 27th day of January 1730.

Received of the Honourable the Commissioners of His Majesty's Customs, by the hands of E. F. their collector in this port, the sum of thirty-six pounds three shillings and three farthings in full of this debenture	}	£ s. d. 36 3 0 $\frac{3}{4}$
---	---	---

Witness, F. G. Comptroller.

CALEB WHITE.

Port of Southampton.

Jurat A. B. that the malt herein mentioned is not relanded or intended to be relanded in Great Britain, or the Islands of Guernsey or Jersey.

Form of Debenture for Malt.
(1)

14 die Jan. 1730, coram nobis,

B. C. Collector.
D. E. Comptroller.

These are to certify that I, A. B. of Southampton, did on the 10th day of January 1730 enter for Rotterdam, on the ship Good-fellow of Hull, a British ship, whereof Wm. M. the master, and two thirds of the mariners, are His Majesty's subjects, one hundred and seventeen quarters of malt Winchester measure, and that the price of malt Winchester measure in the port of Southampton the last market day did not exceed twenty four shillings per quarter.

Witness my hand the 10th January 1730.

A. B.

Juravit A. B. That the contents of the above mentioned certificate are true, coram nobis,

B. C. Collector.
E. F. Comptroller.

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By certificate produced to us from the proper officers of excise (which is hereunto annexed) it appears that the aforesaid one hundred and seventeen quarters of malt were made of one hundred and five quarters of barley or other grain.

Bond is taken in the penalty of 50*l.* that the malt above mentioned (the danger of the seas excepted) shall be exported into parts beyond the seas, and not be again landed in the Kingdom of Great Britain or the islands of Guernsey or Jersey.

B. C. Collector.

D. E. Comptroller.

And by an act of the 3d Geo. 2d. the said A. B. is entitled to the bounty or premium of two shillings and six pence per quarter, upon one hundred and fifty-seven quarters of malt, being according to the rate of thirty quarters of malt to every twenty quarters of barley or other grain malted for exportation.

B. C. Collector.

C. D. Customer.

D. E. Comptroller.

The one hundred and seventeen quarters of malt above mentioned were shipped in the said ship the 12th day of January 1730.

Certified the 14th January 1730.

E. F. Searcher.

F. C. Surveyor.

E. C. Landwaiter.

The vessel above mentioned is British-built, the master and two thirds of the mariners His Majesty's subjects.

H. J. Surveyor of the Act of Navigation.

Indorsement.

The bounty money to be paid for the malt above mentioned amounts to nineteen pounds thirteen shillings and nine-pence. 19*l.* 13*s.* 9*d.*

B. C. Collector.

C. D. Customer.

D. E. Comptroller.

Debenture for
British refined
Sugar. (1)

London, Jackson B. did enter with us the 15th day of September 1774, in the Success, Thomas D. of Dublin, fourteen hundred weight three quarters and seventeen pounds British refined sugar in lumps duly refined.

Fifty-one hundred weight a quarter and twenty-four pounds British refined sugar in loaves complete and whole.

Which were all produced from Muscovado sugar imported from His Majesty's plantations in America, for which the several duties were duly paid at the time of importing the same, and which have respectively gone through the several operations mentioned in the act of the fifth year of King George the third, and been properly refined and manufactured according to the true intent and meaning of the said act as by oath made ; and are now really and truly exported, as doth appear by the oath of the exporter above mentioned, taken before the collector or other proper officer of His Majesty's customs. Dated, Custom House, London, the day and year above written.

A. B. maketh oath that the refined sugar mentioned in this debenture is really and truly exported on commission, having the direction of the voyage, and not landed or intended to be relanded in Great Britain, or the isle of Faro or Ferro.

Sworn before me

Pay or allow to A. B.

the sum of

being

certified as above, to be due on this Debenture. Dated the

day

of
To the Receiver General of the
Customs, or Collector inwards
in the port of London.

London. John Warder did enter with us the 18th day of June 1784 in the Commerce, Thomas Tuxlow of Philadelphia, two hundred barrels of twenty thousand pounds gunpowder.

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Debenture for
Gunpowder. (1)

WM. BATES AND CO.

Maketh oath that the gunpowder above mentioned, shipped as here certified, is all British manufacture, and is exported to parts beyond the seas by way of merchandize, and not for the use of the ship in her voyage ;

And is not relanded or intended to be relanded in any port of Great Britain, or the islands of Faro or Ferro.

Certificates taken in the penalty of one thousand pounds, that the gunpowder above mentioned, or any part thereof, shall not be relanded or brought on shore again into any port or part of Great Britain.

WM. BATES AND CO.

Sworn, and the above signature acknowledged before me,

JOHN SHEPPERD.

The money to be paid for the gunpowder within }
mentioned amounts to }

Pay or allow to the sum of as above to
be due on this Debenture. Dated the day of

To the Receiver General of the
Customs, or the Collector In-
wards in the port of London.

Received by me

London. John Wood did enter with us the 12th December 1789, in the Greenwich, R. Carr, per India, the subsidy new sub. $\frac{1}{4}$, sub. $\frac{1}{4}$, sub. sub. 1747 impost, was paid inwards for one ton Russian bar iron, per Thornton and Co. 14th December 1770, one ton Swedish bar iron, per A. Lindergreen, 13th December 1770, which has been tendered to the commissioners of His Majesty's navy and refused.

Debenture for
Russian and
Swedish Bar
Iron. (1)

Made out 15th January.

As it doth appear by the certificate of the collector inwards, and for further manifestation of his just dealing herein, he hath also taken oath before us for the same. Custom House, London, the day and year above said.

Maketh oath and saith that the goods mentioned in this debenture are really and truly exported on commission, having direction of the voyage, and not landed nor intended to be relanded in Great Britain, nor landed nor intended to be landed on the Isle of Man, or in any of the British colonies or plantations in America, or the islands of Faro or Ferro.

Sworn by me

London. Lane, Son, and Co. did enter with us the 7th Day of November 1782, in the Barbadoes Planter, John Coare, of Barbadoes, sixty pounds stuffs of silk only and ribbons, six stuffs of silk and worsted of sixty pounds avoirdupois weight, all British manufacture, and that two-third parts of the ends or threads of the warp of each piece mixed, are either all silk, or else mixed or twisted with the silk in the warp, as appears by the certificate under the hand of J. Lane, taken in the penalty of three hundred pounds, that the stuffs of silk only, and ribbons and silk, and worsted above-mentioned, or any part thereof, shall not be relanded or brought on shore again in any port or part of Great Britain.

Debenture for
British Stuff. (1)

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Maketh oath that the goods above-mentioned, shipped as here certified, are all British manufacture, and exported to parts beyond the seas, and not landed, or intended to be relanded, in any part of Great Britain, or the Islands of Faro or Ferro. Sworn, and the above signature acknowledged by me.

The money to be paid for the silk manufacture within }
mentioned amounts to

Ex. and Ent.

Pay, or allow to the sum of as above to be
due on this debenture. Dated the day of

To the Receiver General of the Customs,
or the Collector Inwards in the Port
of London

Received by me

Debenture for
British made
Sail Cloth, and
Oath. (1)

In the

Deb^r.

British-made Sail Cloth.

Maketh oath, that the sail cloth above mentioned was made in Great Britain, and is actually exported and shipped, by way of merchandize, without any intention to be relanded in any part of Great Britain or the Islands of Faro or Ferro, and that no former reward was made for the same sail cloth, by virtue of the Act of Parliament of the 12th year of Her late Majesty Queen Anne, and of the fourth year of His late Majesty George the Second.

Sworn, and the above signature acknowledged before me,

When the money is received on this Debenture, a receipt is given as follows :

Received [Vide Indorsements on the above Debentures.]

A Debenture for
Manufactures of
Tanned
Leather. (2)

Port of Southampton,

W.T. did enter with us the 16th of February 1730, in the Tavistock of London, D.B. master, for Jamaica, four dozen and an half of men's leather heel shoes, three dozen of women's shoes, fifteen dozen of boys and girls shoes, made of tanned hides and calf skins, weighing two hundred forty-nine pounds weight, chargeable with a duty of one penny per pound weight, by an Act of Parliament of the ninth year of the reign of Her late Majesty Queen Anne, and an additional duty of one halfpenny per pound weight by an Act of Parliament of the tenth year of Her late Majesty's reign.

A. B. Collector.

B. C. Customer.

C. D. Comptroller.

Bond is taken in the penalty of four pounds that the shoes above-mentioned and every part thereof, shall be exported, for parts beyond the seas, and not relanded or brought on shore again, in any part or parts of Great Britain.

A. B. Collector.

B. C. Comptroller.

The shoes above-mentioned containing two hundred forty-nine pounds weight, were shipped the 16th of February last. Certified the 20th of March 1730.

D. E. Searcher.

E. F. Surveyor.

F. G. Landwaiter.

(1) Mont. Com. Dic. tit. Custom House.

(2) Postle, Leather Sellers.

The old duty payable by the ninth of Anne, to be repaid for the shoes within-mentioned, amounts to one pound and nine pence

£	s.	d.	Vol. I. Ch. XI.
1	9		Indorsement.

The additional duty payable by the tenth of Anne, to be repaid for the said shoes, amounts to ten shillings and four pence

0	10	4
---	----	---

The total £1 11 1

A. B. Collector } of the Customs.
C. D. Comptroller }

Port of Southampton,

These are to certify, That Bartholomew R. did enter with us the 16th day of February 1730, in the Diligence, of Bristol, H. H. master, for the Straights, twelve bales of tanned hides and calf-skins, contained in the said twelve bales respectively weighed as above-mentioned, were marked with the marks and stamps denoting the charging of the duties of one penny and one halfpenny per pound, payable for the same by the several Acts of Parliament made in that behalf, and not with the marks or stamps denoting the charging the duty of one halfpenny per pound, as being stock in hand the 24th day of June 1711. Certified this 19th day of March 1730.

Debenture for Hides, &c. tanned, tawed, or dressed, exported.

A. B. Collector. B. C. Customer. C. D. Comptroller.

Bond is taken in the penalty of one hundred pounds, that all the said tanned hides and calf-skin leather shall be exported into foreign parts, and shall not be relanded or brought on shore again in any port or ports of Great Britain.

The one hundred and six hundred weight of tanned hides and calf-skins, above-mentioned, were shipped the 18th of February last. Certified the 22d March 1730.

A. B. Collector.

E. F. Searcher.

B. C. Comptroller.

F. G. Surveyor.

G. H. Landwaiter.

The two-third parts of the old duty payable by the ninth of Queen Anne, to be repaid for the tanned hides and calf skins, within-mentioned, amount to thirty-three pounds one shilling and seven pence

£	s.	d.	Indorsement.
33	1	7	

The two-third parts of the additional duty payable by the tenth Anne, to be repaid for the said hides and skins, amount to sixteen pounds ten and nine-pence halfpenny

16	10	9½
----	----	----

The total £49 12 5

A. B. Collector } of the Customs.
C. D. Comptroller }

London. R. Adamson did enter with us, 24 June, in the Sir Edward Paget, J. Geary, for Bengal. The duties consolidated 1819, paid inwards for three hundred and sixteen gallons and four-fifths French wine, per Tidswell and Co. 2 February 1822, fourteen gallons and two-fifths Spanish wine, per Tidswell and Co. 11 March 1822, fourteen gallons and two-fifths port wine, per Tidswell and Co. 20 April 1822.

Debenture on Wine.

Maketh oath that the goods mentioned in this Debenture are really and truly exported for and not landed nor intended to be relanded in Great Britain or Isle of Man, or the Island of Farro.

B. C.

Sworn, and the above signature acknowledged, before as it doth appear by the certificate of the Collector Inwards.

Ex. and Entry, 29 June.

Ex. and Ent. 12 February.

London. Nesbitt and Stewart did enter with us the 31st October 1802, in the Mary, Chales Cory, per Tobago, three thousand yards linen, value sixpence, not exceeding eighteen-pence per yard, made of hemp and flax in Great Britain, not striped, chequered, or printed, or painted, or made into buckrams or tilletings, and of the breadth of twenty-five inches or more; and bond is taken in the penalty of three hundred fifty pounds, that the linen above mentioned shall be exported, and that no part of the said linen shall be relanded or brought on shore again into any port or part of Great Britain, Ireland, the Isle of Man, or the Islands of Faro or Ferro, or in any other part or place than Africa, America, Spain, Portugal, Gibraltar, the Island of Minorca, or the East Indies.

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Debenture for
Linens not ex-
ceeding 1s. 6d.
per Yard. (1)

Maketh oath that the linens above mentioned, shipped as here certified, are of the breadth of twenty-five inches or more, value sixpence a yard, and that the true value or price thereof does not exceed eighteen-pence a yard, and that all the linens are exported to parts beyond the seas, and not landed nor intended to be relanded in Great Britain, Ireland, or the Isle of Man, or the Islands of Faro or Ferro, or in any other part or place than Africa, America, Spain, Portugal, Gibraltar, the Island of Minorca, or the East Indies.

Sworn, and the above signature acknowledged before me,

The money to be paid for the linen within mentioned }
amounts to

Pay or allow to the sum of being certified as above, to
be due on this Debenture. Dated the day of

To the Receiver General of the
Customs in the port of London.

Received by me

In the

Pounds of ribbons of silk only.

Pounds of stuffs of silk only.

Pounds stuffs of silk only and ribbons.

Pounds sewing silk, hose, and laces.

Pounds stuffs of silk, incle, and cotton.

Pounds stuffs of silk and worsted.

} Not being either wholly or in part com-
posed of spun silk, and value at least four
times the amount of the additional bounty
granted by the Act 59 Geo. 3. cap. 112.

Bounty on Silk
Ribbons, &c.

These are to certify, that the wrought silk, avoirdupoise weight, above-mentioned, is of British manufacture, and that two thirds parts of the ends of threads of each piece mixed are either all silk, or else mixed or twisted with silk in the warp, and of the value of pounds, and that the silk contained in the silk mixed with is of double the value of the bounty intended to be paid on the exportation.

Witness my hand,
Dated the

Port of } These are to certify, that I shipped for
in the a British ship, whereof the master,
and two thirds of the mariners, are His Majesty's subjects,
Winchester measure, and that the price of of the measure
aforesaid, in the port of the last market day, did not exceed
Witness my hand the

Corn Debenture.

(1) Mont. Com. Dic. tit. Custom House.

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Maketh oath that the corn herein mentioned, is not relanded or intended to be relanded in Great Britain, or the islands of Guernsey or Jersey.

Maketh oath the contents of the certificate above mentioned are true.

Bond is taken in penalty of _____ that the corn above mentioned (the dangers of the seas excepted), shall be exported into parts beyond the seas, and not be again landed in the Kingdom of Great Britain or the islands of Guernsey or Jersey.

The corn above mentioned, viz. _____ was shipped in the said ship the _____ day of _____

Landwaiter.

Searcher.

The vessel above mentioned is _____, master and two thirds of the mariners His Majesty's subjects.

The money to be paid for the corn within mentioned, pursuant to an act of parliament for encouraging the exportation of corn, amounts to _____

Collector.

Comptroller.

Debenture for Foreign Goods.

Port of } These are to certify, that A. H. did enter with us on the _____ day of _____ 1751, in the _____ master, for fifteen hundred weight of German steel, the old subsidy, new subsidy, one third subsidy, and two thirds subsidies, subsidy 1747, and impost 1690, were paid here inwards, per se, in the _____ master, from on the _____ day of _____ 1751, as appears by certificate of the collector inwards; and for further manifestation of his just dealing herein, the said A. H. hath this day made oath of the same before us. Dated at the custom house.

Collector.

Comptroller.

Officers of the army or navy on actual service are allowed their wine duty free.

Form of a Wine Debenture for Officers of the Army and Navy on actual Service. (1)

London, R. S. _____ on the 23d February 1802, entered outwards at the custom-house in this port, to be shipped on board His Majesty's ship of war in actual service, for the consumption of the York.

The duties consolidated, and additional duty, 1796, were paid inwards for thirty-two gallons per man.

And it doth appear by the certificate of the collector inwards; and for further manifestation of the just dealing herein, he hath taken the oath before us for the same.

Custom-House, London, the day and year above said.

_____ maketh oath that the wine mentioned in this debenture is intended for the use of _____ Lieutenant (or Captain) of His Majesty's ship of war the York, in actual service, and for actual consumption on board the said ship.

Debenture for Custom House Drawback.

A. B. Ind. (natural born) did on the _____ day, &c. enter with us one thousand ells of Holland in the ship called the George, John Hazard master, for Jamaica, the subsidy and impost whereof was paid inward by, &c. the day, &c., as appears by the certificate of the collector inwards: and for the further manifestation of his just dealing herein he hath also made oath before us of the same.

Custom-House, London, 12th April 1738.

A. B. maketh oath, that the one thousand ells of Holland within mentioned was really shipped out on, &c., and hath not been relanded in any port or creek in England or Wales since last shipped, 12th April 1738.

London. Know ye, that A. B. for one thousand ells of Holland hath paid by, &c. the day, &c., late unladen and now in the George, John Hazard, for Jamaica.

Dated 12th April, &c.

Sir,

Please to give the necessary order for the re-weighing of three casks of currants (K. W. No. 1, 2, 3.), imported in the Kingston, W. Wise, from Malta, by J. and C. Newbald, 7th June last, which are now intended to be exported in the Venus, How, for Heligoland.

20th October 1810.

I am, &c.

C. Newbald.

Warehoused at Goodwin's, Dock-side.

EXPORTATION.

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Oath taken before the Collector, &c.

A Certificate Cocket.

Notice to Warehouse Keeper of Intention to export Goods.

Form of Note for re-weighing Goods for Exportation.

3 Butts of Currants, warehoused by I. and C. Newbald, 7 June 1810, ex the Kingston, W. Wise, from Malta.							
Export Mark and Number.	Landing Mark and Number.	Gross Landing Weight.	Tare.	Gross Delivery Weight.	Difference.		By whom ex- ported, by what ship, to what place, and when.
		Cwt. qr. lb.	Cwt. qr. lb.	Cwt. qr. lb.	More.	Less.	
			Tare 16 per Cwt.				

Re-weighed, 20th Oct. 1810.

J. Bice, Landing Waiter.

A. Entered G. R. No. 6. fo. 81. I.P. } Initials of the
Entered E. Journal, No. 4. fo. 17. I.P. } Warehouse
Entered H. C. Journal No. 7. fo. 41. G.H. } Keeper's Clerks.

A. Entered Ledger, No. 3. fo. 34. I.T. } Initials of the
Entered Ex. Journal, No. 4. fo. 31. A.M. } Comptrolling
Entered H. C. Journal, No. 5. fo. 71. A.M. } Surveyor's Clerks.

Mr. Maxwell delivered the above to the searchers.

Comptroller, C. D.
Searcher, E. F.
Locker, I. Maxwell.

A. B. Warehouse Keeper.
20th October 1810.

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1 Hogshead, Leaf Tobacco, ex Foster, Toby, from Virginia, imported by Gibson and Sons, 11th July 1811.

Note for re-weighing Tobacco for Exportation.

Landing.		Delivery Weights.	Differences.		By whom exported, by what Ship, and to what Place.
No.	Weight.		More	Less.	

Lake and Muir, Weighers.

Sample packed, 11th Dec. 1811.
A. B. Landing Waiter,
Searcher, C. D.

(Signed)

Carman, R. Fox.
Cart, No. 141.
R. Hide, Locker.
12 Dec. 1811.

Exportation Warrant.

In Kingston, William Wise, from Malta.
I. and C. Newbald.

K. W. 1 a 3. Three casks containing forty-nine hundred weight and twenty-three pounds currants, warehoused by themselves, 7th June last, and now to be exported by Halls and Todd, in the Venus, How, for Heligoland, for which bond has been given.
Nine pounds weight currants for all duties, being a decrease while in the warehouse.

C. D. Comptroller.
To the Warehouse-keeper.

October 20, 1810.
A. B. Collector.

Indorsement.

Shipping Mark and Number.	Landing Mark and Number.	Landing Weight.	Tare.	Delivery Weight.	Date of Importation, and by what Ship and Master imported.
		Cwt. qr. lb.	Cwt. qr. lb.	Cwt. qr. lb.	

Warehouse Keeper's Certificate.

I certify the above to be the true marks, numbers, and weights of the three casks of currants described in this cocket (or shipping bill, as the case may be), amounting in the whole to forty-nine hundred weight one quarter and eighteen pounds.
Custom-House, 20th October 1810.
A. B. Warehouse-keeper.

In the Freundchaft, I. Kraay, master, from Varel.
William Voase.

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Exportation
Warrant.

F. K. 5. } Two puncheons containing two hundred and forty-three gallons
7. } geneva, warehoused by self, 4th August 1810, agreeably to the
act of 43 G. 3. c. 132., and now to be exported by Henry Ross, in the
Minerva, I. Wilson, for Heligoland.

Two gallons geneva for all duties, being a decrease while in the ware-
house.

December 12, 1810.

C. D. Comptroller.

£ _____

To the Warehouse-keeper.

A. B. Collector.

Shipping Mark and Number.	Landing Mark and Number.	Re-gauged ullage Contents.	Date of Importation, and by what Ship and Master imported.

Indorsement,

I certify the above to be the true marks, numbers, and contents of the
two puncheons of geneva described in this cocket (or shipping bill, as the
case may be), amounting in the whole to two hundred and forty-three
gallons.

A. B. Warehouse-keeper.

Custom-House, 12th Dec. 1810.

(Exportation.)

In the Marlborough, J. Mansell master, from Demarara.
Macdonald and Co.

Warrants for
Delivery of
Coffee.

M M } Fifty-four casks and three hundred and ninety-five bags, con-
1 a 54. } taining seven hundred and seventy hundred-weight one quarter
1 a 395. } and twenty-three pounds of British plantation coffee, ware-
housed by selves, 3d November 1810, agreeably to the act of 43 G. 3.
c. 132., now to be exported by Edward Hughes in the Cormorant, J. Dring,
for Malta, bond being duly given.

One hundred and thirty-six pounds decrease while in the warehouse, free,
being under the legal allowance.

20th June 1811.

Comptroller.

Collector.

(Exportation.)

In the Phoenix, J. Brown master, from Berbice.
Hentig and Co.

Another Form,

P. B. 1. 3. 5. 8. 9. 6. 7. 10.

Eight casks, containing sixty-seven hundred weight two quarters and
twenty-six pounds British plantation coffee, warehoused by selves, 20th Jan.
1811, agreeably to the act of 43 G. 3. c. 132., and now to be exported
by Milnes and Co. in the Caesar, W. Wilson, for Malta, bond being duly
given.

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One hundred and sixty-nine pounds decrease in the warehouse, seventeen of which for all duties, being above the legal allowance.

7th July, 1811.

Comptroller.

£ ———
Collector.

Bond for the
Exportation of
Gold and Silver
Lace, Thread,
or Fringe.

Whereas the above bounden Roger Granger hath this day entered outwards in the port of Southampton, on board the Tavistock of London, Daniel Bright master, for Jamaica, twenty-eight pounds ten ounces of gold thread, twenty-four pounds one ounce of silver lace, ten pounds five ounces of gold fringe, avoirdupoise weight, all made since the 1st day of July 1772, and made of plate wire spun upon silk : And whereas the said Roger Granger, upon exportation of the said gold thread, silver lace, and gold fringe for foreign parts, is to have an allowance or drawback according to an act of parliament of the tenth year of the reign of Her late Majesty Queen Anne, on that behalf made :

Now the condition of this obligation is such, that if the said gold thread, silver lace, and gold fringe, and every part thereof shall be shipped and really exported into parts beyond the seas, and that the same or any part thereof shall not be relanded, or unshipped with intent to be relanded or brought on shore again, in any part or parts of Great Britain, then this obligation to be void, or else to remain and be in force, effect, and virtue.

ROGER GRANGER.
DANIEL BRIGHT.

Sealed and delivered in the presence of
A. B. Collector.
B. C. Comptroller.

Bond for Exporta-
tion of Malt. (1)

Noverint universi, &c.

Whereas in pursuance of an act of parliament passed in the third year of His Majesty's reign, intituled An act for continuing the duties upon malt, mum, cyder and perry, in that part of Great Britain called England, and for granting to His Majesty certain duties upon malt, mum, cyder and perry, in that part of Great Britain called Scotland, for the service of the year 1730, for exempting from the said duties cyder and perry, and in distilling, for ascertaining the bounty of malt exported, for the better preventing fraud in malting corn for exportation ; for making good the deficiency of a late malt act ; and for giving further time to clerks and apprentices to pay duties omitted to be paid for their indentures and contracts : The above bounden C. W. hath produced unto the collector of His Majesty's customs in the port of Southampton, a certificate from the office of excise, certifying that the said C. W. did, between the 29th of November and 14th December 1730, enter one hundred quarters of barley (or other grain), and made the same into one hundred quarters of malt for exportation, and that on exportation, the said Caleb White is, by virtue of the aforesaid act, entitled to the bounty or premium of two shillings and sixpence per quarter upon one hundred quarters of malt, being according to the allowance of thirty quarters of malt for every twenty quarters of barley or other grain so malted for exportation ; which said allowance amounts to the sum of nineteen pounds thirteen shillings and nine-pence.

And whereas the said Caleb White hath entered for exportation the said one hundred quarters of malt on board the Good-fellow of Hull, British-built, whereof William Miller the Master and two-thirds of the mariners are British, bound for Rotterdam.

(1) Pottle. Malt.

Now the condition of this obligation is such, that if the said one hundred quarters of malt and every part thereof shall be exported into parts beyond the seas (the danger of the seas excepted) and that the said malt, or any part thereof, shall not be relanded in Great Britain or the Islands of Guernsey or Jersey, then this present obligation to be void and of none effect, or else to remain in full force and virtue.

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Noverint universi, &c.

Whereas the above bounden Caleb White hath this day entered for exportation, with the Collector of His Majesty's customs in the port of Southampton, to be shipped on board the Good-fellow of Hull, whereof William Miller is master, now riding at anchor in and bound for Rotterdam, one hundred quarters of malt:

A Bond for the Exportation of Malt to be taken after shipping. (1)

Now the condition of this obligation is such, that if the said one hundred quarters of malt and every part thereof (except so much thereof as shall be endorsed on the back of this bond by the above bounden Caleb White, and certified by the searcher not to have been shipped) shall be exported to parts beyond the seas (the danger of the seas excepted), and that the said malt or any part thereof shall not be relanded in Great Britain, or in the Islands of Guernsey or Jersey, that then this obligation shall be void and of none effect, or else to remain in full force and virtue.

Sealed and delivered in the presence of

A. B. Collector. B. C. Comptroller.

We the under-written British merchants residing at Rotterdam, do certify that there were landed out of the Good-fellow of Hull, Wm. M. master, barley, for the account of Caleb White, merchant in Southampton. In witness whereof we have hereunto set our hands and seals. Dated in Rotterdam, the 17th of March 1730.

Certificate to discharge Bond. (1)

N. S.

C. W.
JOSEPH FARREL.

I know the above signing to be the hand-writing of Mr. C. W. of Rotterdam.

G. J.

I know the above signing to be the hand-writing of Mr. Joseph Farrel of Rotterdam.

S. P.

5th of April 1731.

Cancelled the bond by virtue of the above certificate.

A. B. Collector. B. C. Comptroller.

Whereas the above bounden Joel Crisp hath this day entered outwards in the port of Southampton on board the Diligence, of Bristol, Henry Hopkins master, for the Streights, one hundred and fifty ounces of silver plate, wrought, all made since the 1st day of June 1720, and marked with the mark or stamp denoting it not to be less in fineness than eleven ounces and two penny weights of fine silver in every pound Troy: And whereas the said Joel Crisp, upon the exportation of the said plate, according to an Act of Parliament of the sixth year of the reign of His late Majesty King George the First, on that behalf made, &c.;

Bond for the Exportation of Wrought Plate. (1)

Now the condition of this obligation is such, that if the said silver plate, wrought, and every part thereof, shall be shipped, and really and truly exported into parts beyond the seas; and that the same, or any part thereof, shall not be relanded or unshipped with intent to be relanded, or brought on shore again, in any part or parts of Great Britain, then this obligation to be void, or else to remain and be in full force, effect, and virtue.

JOEL CRISP.

Sealed and delivered in the presence of
A. B. Collector.

ARTHUR STRONG.

B. C. Comptroller.

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When the goods intended to be exported are ready, the true contents are to be carried to the custom house by a bill of entry as follows :

Of Entries outwards. (1)	In the	captain	per
Bill of Entry. (1)		10 tons wrought iron.	
		5 tons wrought copper.	
		2 tons brass.	
		10 chaldrons lime.	
		20 m. barrel hoops.	

Irish linens, muslins, upholstery, thread, and cotton hose, perfumery, stationery, tin ware, wire work, cabinet ware, turnery, lignum vitæ, negro clothing, lines and twines, pickles, garden seeds, toys, grindstones, painter's oil and colours, waggons, carts, wheelbarrows, corks, floorcloth, British compounds, hhd. and puncheon packs, oil cakes, linseed cakes, hams, tongues, sadlery, 5,000*l*.

To each entry there must be five or six or seven bills made out, according to the nature of the goods, one of which must be made out in words at length, and is called the warrant of these bills. You must proceed with them in the same manner as the bill inwards, and on having discharged the customs, you will have delivered to you a piece of parchment called a cocket, which certifies your payment thereof and all duties for such goods ; and having marked and numbered your goods, you indorse the same on the back of your cocket and of your shipping bill, mentioning the true contents of each package, &c. After you have given the cocket and shipping bill to the searcher with his fee, you may ship off your goods, which, when you have obtained the mate's receipt for them, you deliver the same to the master of the ship, who then signs your bills of lading.

English Bill of
Lading. (2)

Shipped by the grace of God, in good order and well conditioned, by [F. C. of London, merchant], in and upon the good ship called [Mermaid], whereof is master, under God, for this present voyage [N.O.], mariner, and now riding at anchor [in the port of London], and by God's grace bound for Leghorn, in Italy ; that is to say, [one bale of woollen cloth, one cask of tin in blocks, and one cask of refined sugar, contents, &c. as per invoice],

4
F T C
X X
No. 1,
2, 3.

being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned, at the aforesaid port of [Leghorn] (the dangers of the sea only excepted), unto [Mr. P. R. merchant there], or to his assign, he or they paying freight for the said goods [two dollars and a half per 100 cwt. for the tin, and one dollar and a half per cloth], with primage and average accustomed. In witness whereof the master or purser of the said ship hath affirmed to [three] bills, one of which being accomplished, the other [two] to stand void. And so God send the good ship to her desired port in safety. Amen. Dated in [London, the 4th day of January 1752]. Insides and contents unknown to N. O.

Store or Victualling Bill for Ship. (2)		Burthen,	Tons.
	Master per		
	Men.		
	Barrels of beef.		
	Ditto pork.		
	Ditto small beer.		
	Ditto strong beer.		
	Chaldrons coals, &c. &c.		

The stores permitted to be shipped for the ship's use are regulated according to the voyage and number of men.

Vol. I. Ch. XIII. to be sent to the warehouse ; and after your examination you are to certify, on the back of this sufferance, how you find the said goods, enumerating the particulars, and in case there shall be any customable goods found among them that are not concealed, you are to take care that the duties thereon be paid ; but if there be any goods prohibited to be imported or concealed, they will be liable to seizure.

Dated at the Custom House, Hull,
the 1st day of February 1822.

A. B. Collector.
C. D. Comptroller.

To the Surveyor and Landing Waiters
appointed to the Ship.

Report of
Officers on Back
of last-mention-
ed Baggage
Sufferance. (1)

29 January 1810.

Examined four portmanteaus, three boxes, one trunk, and found them to contain thirty ells German linen, plain, not exceeding $31\frac{1}{2}$ inches broad, certain papers and books of accounts, three pounds of tea, and one piece containing six East India silk handkerchiefs, and certain old wearing apparel, plain.

G. H. Surveyor.

F. G. Landing Waiter.

Directions
thereon. (2)

The linen to be entered, the tea and East India silk handkerchiefs to be prosecuted, and the rest delivered.

C. D. Comptroller.

A. B. Collector.

Entry of last-
mentioned Suf-
ferance in Land-
ing Waiter's
Book. (3)

Henry Wharton, 29 January 1810.

Sufferance 91

4 Portmanteaus }
3 Boxes } Baggage.
1 Trunk }

Examined and found to contain

30 Ells German linen, plain, not exceeding $31\frac{1}{2}$ inches broad, certain papers and books of accounts.

1 piece qt. 6 East India silk handkerchiefs.

3lb. tea.

Certain other wearing apparel, plain.

Certified 29 January 1810.

F. G. Land Waiter.

G. H. Surveyor.

Entered and delivered 30 ells German linen.

Delivered certain papers and books of account and old wearing apparel.

Sent to the king's warehouse 6 East India silk handkerchiefs and three pounds of tea.

F. G. Land Waiter.

Certificate of a
Peer or Member
of Parliament, in
order to pass
Luggage to Ire-
land without
Examination. (4)

I declare upon my honour as a peer (or "Member of Parliament for") that to the best of my knowledge and belief the trunks or packages marked with my name, and numbered , contain no article of a contra-band nature, and that every thing contained in the said trunks, &c. is my own property, and for my own immediate use or that of my family.

(1) See form, Smyth's Customs, 2d edit. 341. Montef. Com. Dic.

(2) Id. 341.

(3) Smyth's Customs, 342. 2d edit.

(4) See Treasury Order, 17 Dec. 1819. Smyth's Customs, 2d edit. 340.

In the Providence of London, James Bell master, from Rotterdam.

Mosses WHARTON.

Four portmanteaus }
Three boxes } Containing baggage and wearing apparel, linen, and woollen.
Three trunks }

You may permit the goods above mentioned to be landed, and examined upon the lawful quays, unless the proprietor, or his agent, desire them to be sent back to the warehouse; and after examination you are to certify, on the back of this sufferance, how you find the said goods, enumerating the particulars; and if any customable goods be found among them not concealed you are to take care the duty thereof be paid; but if prohibited or concealed they will be liable to seizure. Dated at the Custom House, Southampton, the 17th day of January 1730.

A. B. Collector.
B. C. Customer.
C. D. Comptroller.

To {
D. E. Surveyor.
E. F. } Land Waiters.
F. G. }

THE SUFFERANCE GRANTED.

Date of this Sufferance.	Pa
1730. 17th Jan.	1

The several Species of the Goods.	By whom examined.
30 ells plain Holland under 1½ ell; 1½ lb. wrought silk; and books of account; 3 lb. tea; Indian damask gown and petticoat; certain old wearing apparel.	D. E. Surveyor. E. F. } Land F. G. } Waiters.

18th January, 1730. Examined four portmanteaus, three boxes, and three trunks, and found them to contain thirty ells plain Holland linen, under 1½ ell; one pound and a half of Dutch wrought silk; certain papers and books of accounts; three pounds of tea; one Indian damask gown and petticoat; certain old wearing apparel.
D. E. Surveyor.
E. F. & F. G. Land Waiters.

Vol. I. Ch. XIII.
Old Form of Sufferance for landing and examining Passengers' Baggage, &c. at lawful Quay. (1)

(1) As to sufferances in general, see ante, 1 vol. 780., &c. See this form, Post. Dic. after letter D.

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Old Form of
Sufferance to
land Passen-
gers' Baggage at
Custom House
or Wool Quay.

In the
SUFFERANCE.

You may permit the goods above mentioned, at the proprietor's risk and expence, to be brought up to and landed at the Custom House or Wool Quay, and to be immediately conveyed to the King's Warehouse.

And after examination you are to certify on the back of this sufferance how you find the said goods, enumerating particulars.

And in case there shall be any customable goods found among them that are not concealed, you are to take care the duties thereof be paid; but if there are any goods prohibited or concealed, they will be liable to seizure.

Dated, Custom House, the day of .

To the Landing Surveyors for the Station,
King's Waiters, Landing Waiters ap-
pointed to the ship and warehouse,
Officers of Examination.

Subsisting
Orders as to
Baggage of
Foreign Minis-
ters and
others. (1)

Baggage of Foreign Ministers.

The Collector or the Comptroller are to be present at the examination thereof, whether by night or by day. Order, 27th June 1763.

A schedule to be demanded, and three or four parcels to be examined, and if found right, the whole to be passed. Order, 16th Jan. 1764.

Baggage landed at the *out ports*, if the proprietors thereof choose, may be sent up to London for examination, under the seals of office; and in case any goods liable to forfeiture be found therein, the officers at the port where the baggage was landed are to have the benefit of the seizure.

Order, 20th Feb. 1783.

Baggage from the East Indies not to be examined at any of the out-ports, except small parcels of wearing apparel, but to be sent to London, under the seals of office. Order, 8th April 1784.

Petition to Com-
missioners of
Customs for the
Examination and
Delivery of
Baggage of Per-
sons arriving
from Foreign
Parts, at any of
the Out-ports of
the Kingdom,
and sent up from
the Port by
Land Carriage
to the King's
Warehouse at
the Custom
House, Lon-
don. (2)

To the Honourable the Commissioners of His Majesty's Customs.
Sheweth (or by Letter, as follows :)

Honourable Sirs,

There being in the King's warehouse five trunks and two boxes containing my baggage and remains of stores, which I brought with me from in the ship , commander, which were landed with me at and sent up from thence by the collector and comptroller of that part, I am to request that your Honours will be pleased to order the said baggage to be examined and delivered to me.

I am, very respectfully, Honourable Sirs,

Your most obedient and most humble servant,

To the Honourable the Commissioners of His Majesty's Customs.

Honourable Sirs,

Petition that
Wearing Ap-
parel, being pro-
hibited Importa-
tion, of a Native
of the East

My servant (or nurse to my children) who came with me from in the ship , commander, having brought with her sundry gowns, petticoats, &c. part of her wearing apparel, and the same having been stopped by your Honours' officers at the Baggage Warehouse, being prohibited, I am on her behalf to request that your Honours will be pleased

(1) See Smyth's Customs, 2d. ed. 343.

(2) See form, Montefiore, 275.

to allow the same to remain in the warehouse, till such time as she returns to Bombay, when the said wearing apparel may be exported in such ship as she may proceed, on giving the usual bond for the due exportation thereof.

I am, with great respect, Honourable Sirs,

Your most obedient and most humble servant,

Honourable Sirs,

Having brought home in the ship _____, _____ commander, from _____ in which ship I came passenger, two cases of Madeira wine, and one small cask of red Constantia wine, (marked and numbered as per margin), and the said wine being for my private use, I am to request that your Honours will be pleased to order the same to be admitted to entry and delivered to me accordingly.

J. G. { No. 1. }

I am, very respectfully, Honourable Sirs,

Your most obedient and most humble servant,

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Indies, to be returned with her to India. (1)

Petition that Wines or Liquors from abroad for private Use may be admitted to Entry. (2)

LEGAL Quays, Ports, and Places.

Bear quay.

Billingsgate to be a common open place for the landing and bringing in of fish, salt, victuals, (all manner of grocery excepted), or fuel of all sorts, and all native materials for building, and for carrying out the same, and for no other wares or merchandize.

Botolph wharf.

Brewer's quay.

Bridgehouse, in Southwark, is only allowed for landing of any kind of corn for the city of London, and not for any private or particular person's account.

Chester's quay.

Cox's do.

Custom-house quay.

Dice do.

East India Docks.

Fresh wharf.

Galley quay.

Gaunt's do.

Haman's do.

London Docks.

Lyon's quay.

Porter's do.

Ralph's do.

Sabb's Dock.

Smart's quay.

Somer's do.

Wigging's do.

West India Docks.

Wool quay.

Young's do.

List of lawful and public Quays and Wharfs for the shipping and landing Goods. (3)

In case you have a warrant passed in the name of J. and A. Gillespie, for eighty-nine casks of ashes in the Mortar, John Hardie from Quebec, you may, within the lawful hours appointed for goods inwards to be unladen or landed, permit the same to be unladen into lighters, and afterwards landed within those hours at Iron Gate Wharf. Dated at the Custom-house, London, the 7th September 1820.

Usual Form of Sufferance. (4)

A. B. Landing Surveyor. (5)

To the Landing Waiters, and to the King's Waiters, or their deputies, appointed to the said ship.

C. D. Clerk of Ships Entries.

E. F. Collector.

(1) See Montefiore, 376, and ante, 1 vol. 711.

(2) See form, Montefiore, 376. ante, 1 vol. 742.

(3) See Mont. Com. Dic. tit. Customs Inwards, see ante, 1 vol. 725, 726. as to the several legal quays and places.

(4) As to sufferances in general, see ante, 1 vol. 727. 730. see form, Smyth's Customs, 2d edit. 339., and see Montef. Com. Dic. & Postl. Dic.

(5) At the Out-ports these Sufferances are granted by the Collector and Comptroller.

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N. B. In return for the indulgence hereby granted, it is expected that the proprietor of the above mentioned wharf, with his lighterman, servants, and watchmen, shall be as careful of the security of the revenue as of the merchant's property, and therefore the officers of the customs are to be extremely diligent to discover and faithfully to report, if the duties are not paid for all the goods unshipped by virtue of this sufferance, for if any pilferage or other misdemeanor be detected at the said wharf, whereby the revenue may be prejudiced, the commissioners are peremptorily resolved to refuse passing any more sufferances for goods to be there landed, pursuant to the notice already given to the proprietors the 17th of February 1776; and this sufferance is granted on further condition, that the wharfinger defrays every expence attending the guarding of the above goods, after they shall have been arrived at the said wharf, and until they are finally discharged by the Landing Waiters; and if the wharfinger or merchant shall neglect to comply with all the terms herein mentioned, they will peremptorily be refused having any more sufferances granted to them.

Usual Form of a River Sufferance to unlade into Lighters, but to remain alongside Ship. (1)

In case you have a warrant passed in the name of J. C. Ruding, by the Susannah, J. Jansen master, from Memel, now moored at Limehouse, for two hundred quarters of linseed, you may permit the same to be unladen into lighters, but not to be removed from alongside of the said ship, until regularly examined and discharged, care being taken that two Landing Surveyors at least be left to attend each station upon the quays.

Dated Custom-house, London,
the 7th October 1811.

A. B. Commissioner.

To the Landing Surveyors in the port of London, and to the King's Waiters and Landing Waiters for the Customs appointed to the said ship.

C. D. Assistant Clerk of Ships Entries.

Old Form of Sufferance for landing Iron and Tar at a Place not being a legal Quay. (2)

In the Gustavus of Stockholm, Hans Gronberg, from Sweden.

ROGER DOVE.

Two thousand ninety-six bars, containing forty tons of Swedish iron; one hundred and twenty barrels, containing ten lasts of tar.

A warrant having been passed by us for delivery of the above mentioned goods, and the importer having signified to us the inconveniency that would attend the bringing the same to the lawful quay, we have granted this special sufferance for landing the same at _____ you are therefore to permit the same to be unladen into lighters, and afterwards landed at the said place in like manner, and with the like care, examination, and inspection as is usual at the lawful quay: for which this shall be your voucher.

Dated at the Custom-house, Southampton,
the 21st of January 1730.

A. B. Collector.

B. C. Customer,

C. D. Comptroller.

To { D. E. Surveyor.
E. F. } Land Waiters.
F. G. }

(1) As to Sufferances in general, ante, 1 vol. 730. &c. See form Postl. Dic. Smyth's Cust. 839. (2) As to Sufferances in general, ante, 1 vol. 730, &c. Postl. Dic.

MANIFEST OF THE SHIP

MEMORANDUM

Usual Direction printed on the Back of such Manifest (1).

For the Information and Guidance of Captains and Owners of all Vessels which shall arrive in the River Thames, from any part of the West Indies, in respect to making their Reports and completing their Manifests.

Captain _____
From _____
Reported the _____ of _____ 182

Reporting and delivering Manifests. 42 G. 3. c. 118. sect. 14.

Rotation No. _____

Exhibiting Register.

Filling up Manifests.

Day of _____ 182

Comparing and signing. Sealing Consignees.

Particulars of Wood.

Presents.

Amending Manifests.

Stoppages for Freight.

THE REPORT of the ship and of the cargo must be made at the Custom-house within 24 hours after her arrival at the Docks; and two true copies of the manifest of the cargo must be delivered into the Collector's Office, at the West India Dock House, within 48 hours after the vessel and cargo shall be so reported.

The ship's register must invariably be exhibited at the time the manifests are delivered.

The manifests are to be made out upon the within form, each description of produce being carefully particularized in the proper columns; and such articles as are not specified in the printed heads, inserted in the blank columns left for that purpose.

Care must be taken that the two manifests agree exactly with each other, and they must both be signed by the master or commander of the vessel.

In stating the names or firm of the consignees, care must be taken that they agree with the bills of lading signed by the captain; and where goods are consigned to a firm, the names of the shippers should be given thus,—"O
as
of

Firm)——Shipper.
should be stated with the greatest delivered to each consignee and the are guided solely by the Report of

the manifest in making up averages.

Packages designed as presents are not to be inserted in the body of the manifest, but mentioned as such at the foot thereof.

manifests must be made by letter, addressed to the the circumstances.

Requests to detain the whole or any part of the cargo for freight, and for subsequently removing the stop, should be made on the printed forms, which may be obtained in the Collector's Office.

WEST INDIA DOCK HOUSE,
8, BULLING SQUARE, 5th June 1820.

(1) See ante, 1 vol. 781. Smyth's Customs, 2d ed. 205.

MANIFEST of the Cargo on board the
 _____ Built _____ Tons _____ M
 _____ Broker. Entered Do _____

[illegible]

(1) See ante, 1 vol. 721. See a form and directions, Smyth's Customs, 2d ed. 384, 5.

A Manifest of all the Goods and Merchandize laden at Malta, on board the Juno of Lynn, British-built, burthen, per register, one hundred and eighty-seven tons, Robert Thompson master, bound to Great Britain.

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Another Form of Manifest. (1)

Marks of the Packages.	The several and respective numbers of the Packages, with a particular description thereof, whether leaguer, pipe, butt, &c. or whether case, bale, pack, &c.	Particulars of the Cargo which is stowed loose.	To whom consigned.

ROBERT THOMPSON,
20th February 1820.

Inwards.
Port of } In the ship built, property all about
London. } tons, with men, men |
besides a man, master for this present voyage from
I. K. (Pilots' names.) 1 bale.
Presents.
I. G. 1 Box or 1 case.

Manifest and Oath. (2)

Oath.

I do swear, that the entry above written now tendered and subscribed by me, is a just report of the name of my ship, its burthen, built, property, number, and country of mariners, the present master and voyage : And that it doth further contain a true account of my lading, with the particular marks, numbers, quantity, quality, and consignment of all the goods and merchandizes in my said ship, to the best of my knowledge ; nor have I any goods, wares, or merchandizes, the growth, produce, or manufacture of Turkey, or of any place in Africa, within the Straits of Gibraltar, or in the West of Barbary on the Atlantic Ocean, and that I have not broke bulk or delivered any goods out of my said ship since her loading in . So help me God.
Sworn before us
the day of

Oath.

Inwards.
Port of } In the ship Juno of Lynn, British-built, property all
London. } about tons, with men, men, |
besides a man, master for this present voyage
from [here state particulars, the substance of which may be collected from the subscribed oath.]

Master's Report of Cargo, &c. Inwards, and his Oath. (3)

Pilots' Names.
I do swear, that the entry above written, now tendered and subscribed by me, is a just report of the name of my ship, its burthen, built, property, number, and country of mariners, the present master and voyage : And that it doth further contain a true account of my lading, with the particular marks,

(1) See Smyth's Customs, 2d ed. 385. (2) See ante, 1 vol. 738, 9. Smyth's Customs, 2d. ed. 1 & 2.
(3) See ante, 1 vol. 731, &c. and Montef. Com. Dig. tit. Customs.

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numbers, quantity, quality, and contents of all the goods and merchandizes in my said ship, to the best of my knowledge; and that there is not on board any goods, wares, or merchandize the growth, produce, or manufacture of Turkey, or of any place in Africa, within the Straits of Gibraltar, or in the West Barbary on the Atlantic Ocean; and that I have not broke bulk, or delivered any goods out my said ship since her loading in And that I have not touched at Gibraltar, or any place in the Straits, or in the West Barbary on the Atlantic Ocean, since I sailed last from England.
So help me God.

Sworn before us,
the day of

I do declare I have had no aliens on board my ship, except and that I have not passed any lights on the Irish coast, so as to receive benefit therefrom, since clearing last from England.
Signed and declared before me

The Bill of
Entry by Mer-
chant or his
Agent. (1)

In the Lion, George Clark master, from Malta.

Robert Wilson.

On British account.

(Signed) Robert Wilson.

Or for Robert Wilson.

(Signed) A. B. known Agent.

R. W. } Ten casks containing one hundred and fifty
1 a 10. } hundred weight of currants.

10th September 1819.

In the Lion, George Clark master, from Malta.

Robert Wilson.

The Collector
and Comp-
troller's Bill
of Entry.

150 cwt. currants.

Consolidated customs 332*l.* 10*s.*

The Warrant to
the Land Waiter
for his examining
and delivering
the Goods. (2)

In the Lion, George Clark master, from Malta.

Robert Wilson.

R. W. } Ten casks of currants, containing one hundred and
1 a 10. } fifty hundred weight of currants.

Duties 332*l.* 10*s.*

September 10, 1819.

C. D. Comptroller. (No. 141.)

A. B. Collector.

The Land-
waiter's Order
thereupon to the
Tide-waiter to
permit unland-
ing of Goods. (3)

In the Lion, George Clark master, from Malta.

Robert Wilson.

R. W. } Ten casks of currants.
1 a 10. }

E. F. Landing Waiter.
12th September 1819.

To the Tide Waiters on board the
aforesaid ship.

The like where
the Goods are by
sufferance to be
landed at a Place
not a lawful
Quay. (4)

If there be a sufferance granted to permit the landing of the goods at any other place than the lawful quay (as ante 366), the same should be mentioned in the order thus:

"Sufferance for Iron Gate wharf."

(1) 1 vol. 554. Smyth's Customs, 2 ed. 2.
(2) See Smyth's Customs, 2d ed. 8. This is the original bill of entry of the merchant, with the additional numbers and signatures of the Comptroller and Collector therein, which makes it a complete warrant.
(3) See form, Smyth's Customs, 2d ed. 3-4.
(4) Smyth's Customs, 2d ed. 4.

In the Lion, George Clark, from Malta.
To Mr. E. Landing Waiter,
A book containing twenty leaves.

Custom House, Hull.

September 9, 1819.

A. B. Collector.

C. D. Landing Surveyor.

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Title of the
Land-waiter's
Blue Book, and
other Regula-
tions respecting
the same. (1)

The Title of the Book.

In the Lion, George Clark, from Malta.

To the Tide Waiter, a book containing four leaves.

Custom House, Hull.

9th September 1819.

The Title and
Method of keep-
ing the Tide
Waiter's Blue
Book. (2)

" This ship is regularly discharged, and all post entries duly made.
16th October 1819.

B. B. Landing Surveyor.

A. B. Landing Waiter."

Landing Waiter's
Certificate that
Ship has been re-
gularly dis-
charged. (3)

I, John Tomkins, do hereby declare, that the goods mentioned in this entry,
and contained in the packages marked I. and C. 7. are the growth or manu-
facture of , and that A. B. is the importer thereof, and that I
am authorized by and do enter the same at the value of £

Declaration of
the Value on
imported
Goods. (4)

Witness my hand this

JOHN TOMKINS.

In the Sarah, William Birmingham, New York.

John Westwood.

Warrant on
Goods ad
valorem. (5)

I. K. }
1 Cask. } No. 1. containing

value ten pounds.

John King, importer of the goods mentioned on this warrant, doth hereby
declare, that he enters the same at the value as above specified.

Witness my hand this

day of 1802.

JOHN KING.

Signed and declared before us

N. B. This declaration is only on goods at ad valorem.

I A. B. do hereby declare, that the goods mentioned in this entry, and
contained in the packages [here specifying the several packages, and de-
scribing the several marks and numbers as the case may be] are of the
growth, production, or manufacture [as the case may be] of

Declaration of
Value by an
Agent on Im-
portation.

And that I am the importer or proprietor thereof, or that I am duly autho-
rized by him [as the case may be], and I do enter the same at the value
of

Witness my hand the day of

A. B.

The above declaration, signed the day of in the
presence of

C. D. Collector.

E. F. Comptroller, or other Principal Officer.

(1) See Smyth's Customs, 2d ed. 4.

subscribed at foot of the account.

(2) See Smyth's Customs, 2d ed. 5.

(4) As to this declaration, see ante 1 vol.

(3) Smyth's Customs, 2d ed. 6. This is
the mode of the Landing Waiter's making up
and closing his accounts in his book, and is

757, Smyth's Customs, 2d ed. 81. 376.

(5) Mont. Com. Dic. tit. Customs inwards,
see ante. 1 vol. 554. Postl. Dict.

Usual printed
Form of Bill of
Sight or View on
Oath of Prin-
cipal, as to
Goods import-
ed. (1)

SIGHT.

A. F. } Two cases of merchandise quantity
1. 2. } and quality unknown.

Edward Blaydes, of the proprietor of the goods above men-
tioned, maketh oath, that neither himself, this deponent, nor any other person
whatever for him, to his knowledge or belief, have received sufficient invoice,
bill of lading, or other advice from whence the quality, quantity, or value of the
goods above mentioned can be ascertained, so as to make a just and perfect
entry thereof, until the same shall be examined by some of the officers of His
Majesty's Customs. And that to the best of his knowledge and belief, the
duties upon the goods above mentioned will not amount to more than eighty
pounds.

Edward Blaydes.

Sworn before me, this 23d day of March 1819.

A. B. Collector.

Let this Sight pass for the Goods above mentioned, taking a deposit suf-
ficient to secure the Customs; the goods are to be landed, examined, and
not to be delivered until His Majesty's Duties are fully paid, which is to be
done within three days after the examination, then this sight is to be returned
to the Collector, Comptroller, and Surveyor, to be perfected.

Dated the
Deposit

The like on
Oath of an
Agent. (2)

SIGHT.

On A. F. } Two cases of merchandise, quantity
1. 2. } and quality unknown.

Joseph Dawson, the known agent (3) of Edward Blaydes the proprietor (4)
of the goods above mentioned, maketh oath, that from the best information
he is able to procure from such proprietor, on a full conference with him on
the subject, neither such proprietor himself nor any other person or persons
whatever for him, to the best of his knowledge and belief, nor this deponent
himself have received sufficient invoice, bill of lading, or other advice, from
whence the quality, quantity, or value of the goods above mentioned can be
ascertained, so as to make a just and perfect entry thereof, until the same
shall be examined by some of the Officers of His Majesty's Customs. And
that to the best of his knowledge and belief, the duty upon the goods above
mentioned will not amount to more than

Joseph Dawson.

Sworn before me, this 23d day of March 1819.

A. B. Collector.

Let this Sight pass for the goods above mentioned, taking a deposit suf-
ficient to secure the Customs; the goods are to be landed, examined, and
not to be delivered until His Majesty's Duties are fully paid, which is to be
done within three days after the examination, then this Sight is to be re-
turned to the Collector, Controller, and Surveyor to be perfected.

Dated the
Deposit

(1) As to bills of sight, ante, 1 vol. 754,
and see Practical Directions, Smyth's Customs,
2d ed. 327. See Postl. Dic.

(2) As to the bills of sight, ante, 1 vol. 754,
and Smyth's Customs, 2d ed. 327.

(3) Not to be granted to an agent or clerk,
unless their employer's authority to apply for
such bill of view be first produced. Boss's
order, 6th Feb. 1818.

(4) Or "importer or consignee."

The sum of eighty pounds being deposited in our hands for the duties, the said Edward Blaydes is hereby permitted to land the above mentioned goods to your view and examination, whereby to perfect an entry thereof.

Custom House, 23d March 1819.

C. D. Comptroller.

A. B. Collector.

To the Landing Surveyors and Landing Waiter concerned.

Landed by virtue and in full (3) of this Sight two chests, containing nine hundred weight two quarters and twenty-five pounds of hard soap.

Certified 24th March 1819.

A. B. Surveyor.

C. D. Landing Waiter.

Sight perfected 25th March 1811.

Duties £

No. 1281

C. D. Comptroller.

A. B. Collector.

Proceedings in case of Over-entry.

The merchant has over-entered four hundred weight of British plantation brown sugar, not clayed.

I. K. Warehouse Keeper, 10th December 1820.

Let certificate pass, if Surveyors object to it.

Let certificate pass, if Surveyors object not.

I. B.

Upon examination, we find the merchant has over entered four hundred weight of British plantation brown sugar, not clayed.

Date A. B. Surveyor.

J. K. Warehouse Keeper.

West India } This is to certify that Henry Johnson did enter and pay cus-
Docks. } tom inwards, in the ship Maria, Robert Jeffrieson Master, from Jamaica, the 14th day of September last, for six hundred weight of British plantation brown sugar, not clayed, and we the officers underwritten have examined the Landing Waiters blue book containing the delivery thereof out of the said ship, and find no more than five hundred and ninety-six hundred weight inserted therein, so that the said merchant has over-entered four hundred weight of British plantation brown sugar, not clayed (10); and for further manifestation of the truth thereof, the said Henry Johnson hath made oath that neither he, nor any other person to his use or knowledge,

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Certificate there-
upon of De-
posit of the sol.
and Licence to
land the
Goods. (1)

Certificate on
Back of Bill of
View, of the Ex-
amination of the
Goods having
been made. (2)

Certificate on
Back of Bill of
View, that it has
been perfected
after Examina-
tion and Pay-
ment of
Duties. (4)

London Cer-
tificate of Ware-
house Keeper of
Over-entry at
West India
Docks. (5)

Warehouse
Keeper's Pass,
Certificate there-
on. (6)

Commissioners
Order there-
on. (7)

Surveyor's and
Warehouse
Keeper's Certi-
ficate of Exami-
nation and Over-
weight. (8)

Modern Form of
London Certi-
ficate of Over-
entry of Brown
Sugar on Arrival
in West India
Docks from
Jamaica. (9)

(1) See Smyth's Customs, 326.

(2) See 1 vol. 754; and see forms and prac-
tice, Smyth's Customs, 2d ed. 328, Postl. Dic.

(3) If it should happen that part of the
goods are wanted before the whole can be ex-
amined, the merchant is at liberty to enter
them, upon the Landing Waiter's returning
the bill of sight, indorsed (*in part*) instead of
(*in full*).

(4) See form and practice, Smyth's Cus-
toms, 2d ed. 329. The last document is re-
turned to the Surveyor and Landing Waiter as
a perfect warrant to them, for the delivery of
the goods to the importer, which they are to

permit accordingly.

(5) See ante, 1 vol. 746. Postl. Dict.
Smyth's Customs, 2d ed. 337. 367. This is
to be written on the face of the warrant (ante
362), in which the over-entry has been made
at the bottom thereof, *id. ibid.*

(6) This is to be written by warehouse-
keeper at top of the warrant (ante 362) in red
ink. See Smyth, 2d ed. 368.

(7) See Smyth, 2d ed. 369.

(8) See Smyth, 2d ed. 368.

(9) See ante, 1 vol. 746. and Smyth's
Customs, 2d ed. 402.

(10) What follows is now sometimes omitted.

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had any of the goods so over entered aboard the said ship, nor in any place landed without payment of custom.

Dated at the Custom-house this
12th day of October 1812.
C. D. P. Surveyor.
E. F. Controlling Surveyor.

A. B. Warehouse Keeper.

This certificate is to pass and to be paid to the merchant without any fee, gratuity, or reward whatsoever to be taken or received by any officer or clerk in this port.	You are to allow the sum of as above certified, and this with the acquittance for the same shall be your warrant. Dated at the Custom-house aforesaid, the day of October 1810.	Paid.	Bonds.
--	---	-------	--------

To Augustus Pechell, Esquire, Receiver
General and Cashier of His Majesty's
Customs.

Modern Form of
Certificate of
double Entry,
the same Sugar
having by Mis-
take been twice
entered. (1)

R. H. No. 1. a 10. } This is to certify that Robert Hollingsworth did enter
10 Casks B. P. } and pay custom inwards, in the Ajax, William Smart,
Clayed Sugar. } from Tobago, the 10th day of February last, for ten
West India } casks, quantity eighty hundred weight two quarters of British
Docks. } plantation clayed sugar; but it appears that the goods con-
tained in the packages above mentioned, marked and numbered as in the
margin, were also entered by William Brown, on the 14th day of February
last, and delivered to him by the undersigned Warehouse Keeper.

(2) And for further manifestation of the truth thereof, the aforesaid Robert
Hollingsworth hath made oath, that neither he nor any other person to his
use or knowledge, had any of the goods so entered by him, by virtue of the
warrant hereunto annexed.

Dated at the Custom-house the
20th day of February 1810.
C. D. P. Surveyor.
E. F. Controlling Surveyor.

A. B. Warehouse Keeper.

This certificate is to pass and to be paid to the merchant without any fee, gratuity, or reward whatsoever, to be taken or received by any officer or clerk in this port.	You are to pay or allow the sum of as above certified; and this with the acquittance for the same shall be your warrant. Dated at the Custom-house aforesaid, the day of	Paid.	Bonds.
---	--	-------	--------

To Augustus Pechell, Esquire, Receiver
General, &c. of His Majesty's Customs.

(1) See Smyth's Customs, 2d ed. 403.

(2) What follows is sometimes omitted.

Mr. Tide Waiter on the ship Hope, William Hall, a' Jamaica.
Deliver the bales, &c. marked as under mentioned.
J. G. No. 1 to 30 bales of cotton.
T. S. No. 1 to 50 casks of coffee.
Signed I. H. Landing Waiter to the ship Hope.

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Certificate of
Over-entry of
Wine on Arrival
of Ship from
Jamaica.

Custom-house,
Nov. 1802.

This is to certify that Thomas Hallah did enter and pay custom inwards, in the ship Matthew, W. Jeffrey master, from Jamaica the 17th day of January 1802, for forty-two gallons of Spanish wine.

And we the officers underwritten did examine the goods at the delivery thereout out of the said ship, and found no more than twenty-six gallons of Spanish wine.

And for farther manifestation of the truth thereof he hath made oath that neither he nor any other person to his use or knowledge, had any of the goods so over entered on board the said ship, or in any place landed without payment of custom.

Dated at the Custom-house,
November 20th 1802.

	Paid.			Bond.
	£	s.	d.	
Consolidated customs two pounds - -	2	0	0	
New duty 1796, two pounds - -	2	0	0	
Goods and shipping 1798, three shillings -	0	3	0	
£	4	3	0	

You are to allow to Thomas Hallah the sum of four pounds three shillings as above certified, and this with the acquittance for the same shall be your warrant } 4 3 0

Dated at the Custom-house aforesaid,
the 20th day of November 1802.

To A. P. Esquire, Receiver General and
Cashier of His Majesty's Customs.

This certificate is to pass and to be paid to the merchant, without any fee, gratuity, or reward, by any officer or clerk on this post.

Certificate of
Over-entry,
London.

James Cross maketh oath, That neither himself [if the goods were taken up by a servant or agent, there must be likewise added, nor A. B. the proprietor], nor any other person for him, or to his use, did to his knowledge or belief receive any more than three hundred and twenty-seven pounds of the silk within mentioned, nor had any more landed out of the within mentioned ship; and that this over-entry was occasioned by a mistake in casting up the invoice.

Oath on Over-
payment. (1)

Signed James Cross.

Sworn, &c. D. E. Collector.

Upon examination, as also by affidavit above, we find the merchant is over entered thirty-three pounds of thrown silk.

Certificate.

B. C. C. D. Land Waiters.

Certified the 16th day of March 1730.
A. B. Surveyor.

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Affidavit of
Identity of Coals
entered over Sea
but delivered in
England..

Richard Gray maketh oath, That the 60 chalders of coals, Newcastle measure, delivered at Lynn, out of the Sea Horse of Sunderland, himself master, and which made out these 130 chalders, Winchester measure, are the very same coals for which he paid His Majesty's over sea duties at Sunderland, the 8th day of March 1751, in the same ship, himself master, for Schedam, as appears by certificate of the proper officer annexed; and that no part thereof was directly or indirectly landed or discharged in foreign parts. And this deponent further maketh oath, that he is a natural born subject of Great Britain; that he never yet received any allowance for the duties of the above coals; and that he hath no bonds become forfeited to the crown standing out undischarged.

Sworn before, &c.

R. G.

Country Re-
port of Over-
entry. (1)

Upon examination we find the merchant has over entered sixty-seven pounds of thrown silk.

Certified 21st October 1820.

D. E. Landing Waiter.

A. B. Surveyor.

Country Certifi-
cate thereupon of
Over-entry. (2)

PORT OF HULL.

Entered	231 lbs.		Over-entered	67 lbs.
Delivered	164 lbs.			

This is to certify that A. and A. Favenc did enter and pay custom duties inwards in the ship Orion, Charles Wright master, from Malta, the 17th August last, for two hundred and thirty-one pounds of thrown silk; and we the officers underwritten did examine the goods at the delivery thereof out of the said ship, and found no more than one hundred and sixty-four pounds of thrown silk; so that the said merchant has over-entered sixty-seven pounds of thrown silk. Custom-house, dated 21st October 1820.

Sixty-seven pounds of the }
goods over-entered as above. }

D. E. Landing Waiter.

Certificate on
Back thereof of
the Duty to be
repaid.

The duty to be repaid for the goods over-entered, }
as within mentioned, amounts to £

B. C. Collector.

C. D. Comptroller.

Hull, September 20, 1820.

Merchant's Re-
ceipt for Duty
repaid.

Received of the Honourable the Commissioners of His Majesty's Customs, by the hands of A. B., Esquire, their collector at this port, the sum of in full of this certificate.

Witness C. D. Comptroller.

A. and A. FAVENC.

Proceedings for Allowance for DAMAGE in LONDON DOCKS.

Honourable Sirs,

Merchant's
Statement of Da-
mages to Goods
imported, and
Petitions that
the Surveyor
may view and
ascertain Da-
mage. (3)

I lately entered a quantity of ox and cow hides, on board the Roba and Betsy, from Buenos Ayres, which on landing at the London Docks appear to have been much damaged during the course of the voyage.

That the hides were shipped sound and in good condition appears by the proof underwritten, I therefore pray your Honours order that the surveyor may view the said hides, and when the damage is ascertained, that the duty paid thereon may be returned by certificate.

I am your Honours, &c. &c.

Thomas Wilson.

Bucklersbury, 3d May 1820.

(1) See Smyth's Customs, 2d ed. 337.
This is to be written on the back of the warrant
of entry (ante .)

(2) See Smyth's Customs, 2d ed. 338.

(3) Ante, 1 vol. 700. 757. - Smyth's Customs, 364.

William Baldry maketh oath that the hides above mentioned are damaged and lessened in their true value, by means of some unavoidable accident which happened to the same during the voyage, and after such hides were shipped and laden in foreign parts on board the above ship, the Roba and Betsy, William Baldry being the master thereof, and importing the same, and before such hides were landed in this kingdom.

William Baldry.

Sworn before me the 4th May 1820.

S. W. D. Collector.

To the principal London Dock Officers.

By order of the Commissioners.

25th May, M. A.

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Master's Oath of Damage. (1)

Thomas Wilson maketh oath that the hides within mentioned, when shipped on board the Roba and Betsy, were sound and in good condition, to the best of his knowledge and belief.

Thomas Wilson.

Oath that Goods were shipped in good Condition. (2)

Sworn before me the 4th May 1820.

S. W.

Honourable Sirs,

We have viewed five thousand two hundred and seventy-eight ox and cow hides, undressed, which appear to us to deserve an allowance of four-fifth parts for damage, and see no objection to a certificate being passed for the same.

Surveyor's Report. (3)

Respectfully submitted.

London Docks,
10th August 1820.

A. B. Principal Surveyor.
C. D. Cont. Surveyor.

I do not see any objection to an allowance for damage agreeably to the Consolidation Act.

Solicitor's Report. (3)

E. F. Solicitor.

14th August 1811.

The allowance being granted is thus signed by one of the Commissioners.
15th August 1820.

Commissioner's Allowance. (2)

To be allowed accordingly.

G. H.

Adjudged on five thousand two hundred and seventy-eight ox and cow hides undressed (part of the within mentioned quantity) an allowance of four-fifth parts for damage.

Landing Waiters Indorsement on Warrant. (3)

J. K. Landing Waiter.

Certified August 10, 1820.

A. B. P. Surveyor.

C. D. Cont. Surveyor.

Honourable Sirs,

We respectfully submit, that as the merchant is dissatisfied with the allowance proposed by us, the quantum of damage may be ascertained by the trade, according to the directions of the Consolidation Act.

Officer's Certificate that Merchant is dissatisfied with Allowance for Damage, and Suggestion that the Amount of Damage should be referred to two Merchants. (4)
Commissioner's Order thereon.

A. B.

C. D.

London Docks,
30th August 1820.

31st August.

Proceed accordingly.

E. H. Commissioner.

(1) Ante, 1 vol. 708. 757. Smyth's Customs, 364.

(2) Id. ibid.

(3) See ante, 1 vol. 708. 757. Smyth's Customs, 364. See Warrant ante.

(4) See ante, 1 vol. 757. Smyth's Customs, 366.

Vol. I. Ch. XIII. Robert Day and Joseph Hirst, of London, merchants, do severally make oath, that they have viewed and examined the damaged cottons imported by Styán and Co. per ship Eleanor, J. Brown master, from Rio Janeiro, and they being experienced in the nature and value of the said goods, do certify and declare that they are damaged by salt water or otherwise, and are lessened in their true value as follows: On seventeen bags weighing eight thousand six hundred and thirty pounds, seven-eighth parts, and on twenty-three bags weighing eight thousand two hundred and eighteen pounds, one half part; and they further make oath that they are in no way interested in the said goods.

Two Merchant's
Certificate on
Oath of the
Amount of Da-
mage. (1)

Robert Day.
Joseph Hirst.

Sworn before me 31st August 1820.
C. M.

Surveyor's Cer-
tificate of Appro-
val thereof. (2)

Honourable Sirs,

We see no objection to a certificate for damage being passed for the quantity above stated. Respectfully submitted.

London Docks, 3d Sept. 1820.

A. B. }
C. D. } Surveyors.

Commissioner's
Reference to the
Solicitor. (3)

3d Sept. 1820.

To the Solicitor.

J. H. Commissioner.

Solicitor's Cer-
tificate of his
Approval. (4)

I do not see any objection to an allowance for damage, agreeably to the Consolidation Act, if your Honours please.

W. C. Solicitor.
4th Sept. 1820.

Commissioner's
Order for Cer-
tificate thereon.

4th Sept. 1820.

A Certificate to issue accordingly.

J. W. Commissioner.

Landing Sur-
veyor's and
Landing Waiter's
Certificate
thereupon. (5)

Certificate of Damage, London.

4 parts for damage } We whose names are underwritten, being officers
on 5278 ox and cow } thereunto appointed by the Commissioners of His
hides undrest. } Majesty's Customs, do attest and certify that we have
viewed five thousand two hundred and seventy-eight ox and cow hides
undressed, part of twenty thousand four hundred and seventy ox and cow
hides undressed, warehoused by Thomas Wilson, 20th April 1820, and
entered by Thomas Wilson in a warrant passed in the Custom House, the
30th day of May last, in the Ship Roba and Betsy, William Baldry master,
from Buenos Ayres, and do find them so damaged and decayed that we do
adjudge the quantity of four-fifth parts for damage on first mentioned quan-
tity of five thousand two hundred and seventy-eight cow hides undrest; and
accordingly did endorse the same upon the original warrant aforesaid, which,
upon allowance thereof by the Commissioners, is to be cancelled.

Dated at the Custom House, London,
the 19th day of August 1820.

A. B. P. Surveyor.
C. D. C. Surveyor.

J. K. Landing Waiter.

(1) Ante, 1 vol. 757. 759. Smyth's Customs, 2d ed. 869.

(2) Smyth's Customs, 2d ed. 867.
(3) Id. *ibid.*

(4) Smyth's Customs, 2d ed. 867.

(5) Ante, 1 vol. 758., and Smyth's Customs, 2d. ed. 401.

This Certificate is to } You are to pay or allow
 pass and be paid } the sum of
 without fee.

as above certified ; and this with the acquittance for the same shall be your warrant.

Paid.

Bonds.

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Dated at the Custom House aforesaid
 the day of .

To Esq. Receiver General and Cashier
 of His Majesty's Customs.

London Dock.

Honourable Sirs,

We have landed from the ship *Cambrian*, John Freeman master, from the coast of Africa,

A parcel of bees wax, and

A parcel of gum senega ;

and we request your Honours will be pleased to direct the proper officers to survey the same, and report what allowance ought to be made for dross and dirt on the bees wax, and for increase of weight by water and rubbish on the gum senega, and such allowance to be deducted from the foot of the accounts, as is usual in similar cases. We are respectfully,

Honourable Sirs, your most obedient servants,

America Square,
 24th Sept. 1811.

Smith, Martin, and Smyth.

To the principal London Dock Officers.

By order of the Commissioners.

25th Sept.

R. S.

Honourable Sirs,

We have viewed eighteen hundred weight one quarter and five pounds net of bees wax unmanufactured, which appears to us to deserve an allowance of five-eighth parts for dirt and rubbish mixed therewith. We have also viewed twelve casks of gum senega, weighing 127 cwt. 1 qr. 9lb. which appears to deserve an allowance of 34 cwt. 3 qrs. 5lb. for dirt and rubbish, and increase of weight by wet, and see no objection to the said allowances being deducted from the foot of the account as is usual in similar cases.

Surveyor's Certificate as to the above.

London Docks,
 26th Sept. 1811.

Respectfully submitted.

A. B. P. Surveyor.

C. D. C. Surveyor.

Ordered accordingly.

27 Sept.

J. H.

Proceedings for Damages at Out Ports.

Port of Hull.

Richard Martin, importer, and Charles Vernon master, do make oath, that eight cases of hard soap entered by Richard Martin and Sons, in warrants passed in the Custom House here the 8th and 9th days of May 1820, in the ship *Ariadne*, Charles Vernon master, from Malta, are damaged and lessened in their true value by means of some unavoidable accident which happened to the same during the course of the voyage, after

Oath of Goods having sustained Damage on Voyage. (2)

(1) Ante, 1 vol. 759.

Smyth's Customs, 2d ed. 323. ante, 1 vol.

(2) See statute. 17 Geo. 3. c. 48. 53., 703. 757.

Vol. I. Ch. XIII. such soap was shipped and laden in foreign parts on board the said ship, and before it was unshipped or discharged from the ship or vessel in which it was imported. [Here add whether the damage was occasioned by salt water, or by what extraordinary accident or distress during the voyage.]

RICHARD MARTIN.
CHARLES VERNON.

Sworn before us, 17th May 1820.

B. G. Collector.

D. D. Comptroller.

Collector and
Comptroller's
Certificate of Ap-
probation there-
of, and Direction
to the Officers to
proceed. (1)
Surveyor's and
Landing Waiters'
Certificate there-
on. (2)

We are satisfied with the above proof, and the officers may proceed on the survey accordingly.

B. G. Collector.
D. D. Comptroller.

We have viewed eight cases containing thirty hundred weight two quarters and twenty-two pounds of hard soap, landed by virtue of this warrant, and do find it so damaged and lessened in its true value by salt water, that we judge the quantity of one fourth part fit to be allowed for damage.

Certified 17th May 1820.

A. B. Surveyor.

C. D. Landing Waiter.

Surveyors State-
ment that they
are incompetent
to value. (3)

We are incompetent to determine what will be a just, reasonable, and proportionable allowance for the damage which the goods within mentioned have sustained.

A. B.

C. D. }
E. F. }

Collector and
Comptroller's
Appointment of
Merchants.

We appoint Mr. Thomas Holmes and Mr. William Hendry, merchants, to survey the goods within mentioned, in order to ascertain the proportion of damage.

B. G. Collector.
D. D. Comptroller.

Oath of Mer-
chants to value
duly. (4)

Port of Hull.

We, Thomas Holmes and William Hendry, being for that purpose chosen by the collector and comptroller of the customs in this port, make oath, that we, being experienced in the value of such goods, have viewed and examined eight cases of hard soap, quantity thirty hundred weight two quarters and twenty-two pounds, which appear to have been entered by Richard Martin and Sons in warrants, passed in the Custom House in the said port the 8th and 9th days of May 1812, in the ship *Ariadne*, Charles Vernon master, from Malta; and we do hereby certify and declare upon our corporal oaths, that such goods are damaged and lessened in their true value one fourth part according to the best of our judgment. And we do further declare upon our oaths, that we have not nor have either of us any share, property, or interest in the said goods, either directly or indirectly.

THOMAS HOLMES.
WILLIAM HENDRY.

Sworn before me, 20th May 1820.

B. G. Collector of the said port.

Landing Sur-
veyor and Land-
ing Waiter's

We, whose names are hereunder written, do hereby certify that thirty hundred weight two quarters and twenty-two pounds of hard soap, entered by Richard Martin and Sons in warrants, passed in the Custom House here,

(1) See forms.

(2) Smyth's Customs, 2d ed. 334.

(3) 1 vol. 757, and Smyth's Customs, 2d

ed. 335.

(4) 27 Geo. 3. c. 13. § 22, and Smyth's

Customs, 2d ed. 335.

the 8th and 9th days of May 1812, in the ship *Ariadne*, Charles Vernon master, from Malta, has been viewed and examined by Thomas Holmes and William Hendry, being two indifferent merchants, experienced in the value of such goods; who have on their oaths declared, that such goods are damaged and lessened in their value one fourth part according to the best of their judgment; and we do further certify, that before such view and examination by the said merchants, the importer proved upon oath to the satisfaction of the collector and comptroller, that the said soap was damaged and lessened in its true value, by means of some unavoidable accident which happened to the same during the course of the voyage, after such soap was shipped and laden in foreign parts on board the said ship *Ariadne*, and before the same was unshipped or discharged from the ship or vessel in which it was imported; and we accordingly did endorse the same upon the original warrant aforesaid.

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Certificate there-
upon for Allow-
ance of Damage,
agreeably to
17 G. 3. c. 43.
and 27 G. 8.
c. 13. (1)

Dated at the Custom House, Hull,
the 20th day of May 1820.

A. B. Landing Surveyor.
C. D. Landing Waiter.

Cwt. qrs. lb. }
7 2 19 Soap
allowed for damage. }

Amount £

Stamped Receipt to be annexed.

Port of Hull.

$\frac{1}{4}$ part of 30 C. 2 qr. } We, whose names are underwritten, being officers
22lb. allowed for } appointed by the commissioners of his Majesty's cus-
damage. } toms, do attest and certify that we have viewed eight
cases containing thirty hundred weight two quarters and twenty-two pounds
of hard soap, entered by Richard Martin and Sons in warrants, passed at
the Custom House here the 8th and 9th days of May last, in the ship *Ariadne*,
Charles Vernon master, from Malta, and do find it so damaged and lessened
in its true value, that we do judge the quantity of one fourth part, viz.
seven hundred weight two quarters and nineteen pounds fit to be allowed
for damage; and accordingly did endorse the same upon the original warrant
aforesaid.

Officer's Certifi-
cate of Damage
(agreeably to
33 G. 3. c. 70.
s. 5.), when the
Allowance is
made upon their
Survey only. (2)

Custom House, dated 17th May 1820.

A. B. Surveyor.

C. D. Landing Waiter.

Port of } We hereby certify, that on the day of A. B.
} did enter and pay all his Majesty's subsidies, customs, and duties
inwards, for tons of in the of C. D.
master, from , and the proper officers appointed to attend
the delivery having reported the same to be much damaged by salt water,
we thereupon chose E. F. and G. H. two indifferent merchants, to view the
said and ascertain the damage they have received. And the said
E. F. and G. H. having this day made oath before us, that the said
by reason of the said damage are diminished in value one third part, which
being also verified by the certificate of the delivering officers, we have there-

Certificate of
Damage and Re-
payment of Part
of Duties. (3)

(1) See ante, 1 vol. 758, and Smyth's Customs, 2d ed. 326.

(2) 1 vol. 758, and Smyth's Customs, 227.

(3) See ante 1 vol. 57.

Vol. I. Ch. XIII. fore this day repaid to the said A. B. one third part of the duties by him first paid. Dated at the Custom House this

Collector.

Comptroller.

E. F. G. H. merchants and dealers in jointly make oath, that they have viewed and carefully examined , imported by A. B. and found them to be so much damaged by salt water, that to the best of their skill and judgment the value of the said goods appeared to be diminished one third.

E. F.

G. H.

Sworn before

} Collector.

} Comptroller.

Bill of Store.

In the Lark, I. Rudd master, for Lisbon.

J. Burstall.

Bill of Store or Certificate of Goods having been shipped for Exportation, and Part returned in order to obtain Return of Duty. (1)

W. P. } 2 casks, qt. 5 cwt. of red lead, 10th June 1819.
1 & 2. }

The goods above mentioned were regularly shipped off, but one cask of red lead, part of the above entry, is now returned in the Rose, William Mason master, from Lisbon, as the merchant offers to affirm.

Dated at the Custom House, Hull, the
30th day of September 1809.

A. B. Deputy Searcher.

C. D. Comptrolling Searcher.

30th September 1819.

Merchant's Oath or Proof thereof. (2)

In the Rose, William Mason, from Lisbon.

Store.

J. Burstall.

W. P. No. 1. One cask containing three hundred weight of red lead of British manufacture returned, being part of a greater quantity formerly exported from hence, per cocket, dated 10th June 1819, as appears by the certificate within mentioned.

Oath in order to obtain Return of Duty thereon. (3)

John Burstall maketh oath, that the red lead above mentioned is all of *British Manufacture*, and was formerly exported from hence as above mentioned; that it has not been sold, nor the property changed beyond the seas, but is now returned as the same and no other.

Sworn before me,
30th September 1819.

A. B. Collector.

(Signed) J. BURSTALL.

Bill of Store. (4)

In the Rose, William Mason, from Lisbon.

J. Burstall.

W. P. No. 1. One cask containing five hundred weight of red lead of British manufacture.

John Burstall maketh oath that the red lead above mentioned is sent to him, this deponent, as part of a larger quantity, formerly exported from hence, and that according to the best of his knowledge and belief, it is all of the manufacture of Great Britain.

(Signed) J. BURSTALL.

Sworn before me,
30th September 1810.

A. B. Collector.

This oath must be subscribed and directed as a warrant for the delivery of the goods, in like manner as when the particular entry is proved.

(1) See ante, 1 vol. 746, 7., and Smyth's Customs, 2d ed. 380.

(2) See Smyth's Customs, 331.

(3) See ante, 1 vol. 746, 7.

(4) See ante, 1 vol. 757. Smyth's Customs, 332.

Honourable Sirs,

We have examined two casks (marked C. L.) containing ten hundred weight net of old copper, returned fit only to be remanufactured, which appears, and also as per oath annexed.

12th August 1810.

E. F. P. Surveyor.

Respectfully submitted.

D. E. Landing Waiter.

A. B. maketh oath, that to the best of his knowledge and belief the old copper herein specified is of British manufacture.

A. B.

Sworn 12th August 1810, before C. D.

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Certificate of Examination as to old Copper re-imported. (1)

In the Diligence of Bristol, Henry Hopkins master, for the Streights.

Benjamin Jones.

Certificate returned Goods.

One hundred and a half of haberdashery ware.

Ten dozen of felt and five dozen of castor hats.

Four fothers of lead.

Dated the 23d of January 1730.

The goods above mentioned were regularly shipped off; but four dozen of felt, and three dozen of castor hats, being part of the above entry, are now returned in the Welcome of London, George Crisp master, from Leghorn, as the merchant offereth to affirm.

Dated at the Custom House in Southampton,
the 23d of March 1730.

A. B. Searcher.

B. C. Land Waiter.

23d March 1730, No. 76.

In the Welcome of London, George Crisp master, from Leghorn.

Store.

Benjamin Jones.

B. J.

No. 1, 2. Two boxes, containing four dozen of felt and three dozen of castor hats of British manufacture, returned, being part of a greater quantity formerly exported from hence, per cocket, dated the twenty-third day of January 1730, as appears by the certificate within mentioned.

Benjamin Jones maketh oath, that the hats above mentioned are all of British manufacture, and were formerly exported from hence as within mentioned, and are now returned as the same and no other.

(Signed) BENJAMIN JONES.

Sworn, &c.

C. D. Collector.

Forms as to Exportation.

In the Amelia, Joseph Young, per Grenada.

Thomas Binningsfield.

Entry for Exportation of any kind of Goods by Certificate. (2)

The duty of five pounds per cent. inwards for sixty-three pounds at 4s. 11d. per pound.

No. 129, folio 138. Sold White and Windham, secured United Company,
15th June 1802.

Dated the 15th November 1802.

(Signed)

Clerk of Certificates.

Comptroller outwards.

Thomas Binningsfield maketh oath, that the goods above mentioned in this certificate are now to be exported to Grenada, and that he is the real owner thereof.

Sworn before me, the

15th Nov. 1802.

We, whose names are subscribed, do severally swear [or, solemnly, sincerely, and truly declare and affirm], that the duty for the goods in the within certificate, in the names of us or our principals, were paid and secured on the day therein expressed; and that we sold or delivered the said goods to the person mentioned by us, or exported the same.

We, whose names are subscribed, do severally swear [or, solemnly, sincerely, and truly declare and affirm], that the goods herein declared to be sold and delivered to us [or, that the East India goods cleared as under-mentioned], were by us sold and delivered, or exported, as by us under-written.

Importer's Name.	To whom sold or delivered.	When and before whom sworn.	Buyer's name, or by whom cleared off.	Of whom bought, and to whom sold or exported.	When and before whom sworn.

The collector or comptroller, or their deputies, give a warrant of the same tenor, signed by them, directed to the surveyor and land waiter, after which you have a cocket.

And on the back of the cocket is endorsed as follows: The contents of the goods shipped two hundred, &c.

Cart Note outwards.

20th day of October 1819.

Exporters' Name, Halls and Todd.
Currants, per Venus, How, for Heligoland.

SHIPPING.		LANDING.		No. of the Cart.	Cart Follower's Name.
Mark.	No.	Mark.	No.		

Affidavit of the shipping of Produce. (1)

A. B. maketh oath and saith, that he has shipped on board the ship , master, for the within mentioned being } casks or bags thereof marked , and that no mixture of } foreign was contained therein when shipped as aforesaid.
A. B.

Sworn before us, at the Custom House
in this day of
(Does not require the stamp duty.)

These are to certify, that A. B. master of the ship or vessel called to wit. } the of the port of , burthen about registered tons, or thereabouts, in the trade, and now lying in , came before me and voluntarily maketh oath and saith, that C. D. (the description of whose person is at the bottom hereof), is the second mate of and in his said ship or vessel called the aforesaid, and that he the said C. D. has the charge and care of the said ship so far as relates to the duty of the second mate, and has been employed in his service as a second mate thereof about the said ship, and is actually in his service as second mate thereof on the day of the date hereof.

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Affidavit that C. D. second Mate of a Vessel has the charge thereof. (1)

Sworn and subscribed, &c.
(N. B. The above mentioned C. D. is about feet inches high, complexion, wears hair, and is about years of age.)

In the Lion, George Clark master, for Malta.
On British account. Robert Wilson.
(Signed) Robert Wilson.
Or for Robert Wilson,

The Warrant Bill of Entry outwards. (2)

(Signed) A. B. known Agent.
R. W. } Ten casks containing one hundred and fifty weights
1 a 10. } of currants.

September 10, 1810.

Collectors and Comptroller's Bill of Entry. (3)

In the Lion, George Clark master, for Malta.
Robert Wilson.
150 Cwt. currants Consolidated Customs £ 21
Temp. or War Duty 60

(No. 141.) £ 270
EXPORTATION.

Warehoused at }
No. 11.

Order for re-packing Pimento. (4)

Ship Whim, Wilson, from Jamaica.							
Merchant, Corlass & Son.				Warehoused, 10th October 1810.			
Export Mark and Number.	Landing Mark and Number.	Gross landing Weight.	Tare.	Gross delivery Weight.	Difference.		Where sent, where delivered, and by what Lighterman and Craft.
					More.	Less.	
		Cwt. qr. lb.	Cwt. qr. lb.	Cwt. qr. lb.	lb.	lb.	
Ten Bags of B. P. Pimento, to be repacked:							
Increase by re-weight					Increase by repacking.		
Increase by re-packing					Exported quantity less.		
Repacked in two casks.							
Re-weight of the Bags.					W. BIDE,		
Increase by repacking.					Landing Waiter.		

(1) Montefiore, 4.
(2) 1 vol. 554.

(3) See Smyth's Customs, 2.
(4) Smyth's Customs, 400.

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Master's Report
outwards on a
Voyage from
England to Ame-
rica. (1)

Port of } In the ship *Tavistock* of London, British-built, property all
Southampton. } British, about two hundred tons, with thirty-nine men, of
which thirty-seven are British men, and two are foreigners, besides Daniel
Bright a British man, master for this present voyage to Jamaica in America.

Marks.	Number.	Out. Pack.	Inw. Cont.	Exporters.
S. G.	1	1 Box.	Lace.	Sam. Grimes.
W. T.	{ 1 a 3 4	3 Boxes. 1 Bale.	Sundry Goods.	Will. Turner.
R. G.	9	1 Box.		
J. H.	3	1 Trunk.	Stockings.	James Hart.
R. A.	{ 1	1 Box.	Sundry Goods.	Robert Ashby.
	2	1 Chest.		
	3 a 6	4 Casks.		
	7 a 9	3 Trunks.		

Cwt. qr. lb.
Loose - { 72 2 0 Iron. } Oliv. Seldon.
 { 18 0 0 Cord. }

Examined by the Cockets.
D. E. Searcher.

Signed DANIEL BRIGHT.
E. F. Surveyor. F. G. Land Waiter.

Oath.

You do swear [or, if a quaker, solemnly, sincerely, and truly declare and affirm] that the entry or content above written, now tendered and subscribed by you, is a just report of the name of your ship, its burden, built, property, numbers, and country of mariners, the present master, and voyage; and that it further contains a just and true account of all the goods, wares, and merchandizes laden on board your said ship for this present voyage, together with the particular marks, numbers, quantities, qualities, and properties of the same, to the best of your knowledge and belief, and that if you have on board any certificate goods, or goods that receive a drawback, bounty, or premium from His Majesty on exportation, you will not suffer them to be relanded or unshipped in order to be relanded in any part of Great Britain, without the presence of an officer of the customs; and that you will not take in any more goods for this present voyage without duly entering the same, and adding them to this report. So help you God.

DANIEL BRIGHT.

Addition to Mas-
ter's Report, and
Proceedings
when more Goods
shipped after
Report. (2)

The ship being thus cleared, it is to be noted in the margin of the ship's entry book outwards, mentioning the particular day, and if the master should afterwards take in any more goods, they must be added to the report underneath the former goods, thus:

Added the 24th of March 1730.

B. R. No. 3, 1 chest glass and earthen-ware. B. Reeves.
Examined by the Cockets. Signed DANIEL BRIGHT.
D. E. Searcher. E. F. Surveyor. F. G. Land Waiter.

(1) As to the practice, see ante 1 vol. 743, wards, Postlethwaite, end of letter A.
a. 1. Montef. Dic. Com. tit. Customs out- (2) See ante, 1 vol. 741.

And then the report must be sworn to *de novo*, inserting the day under that sworn to before; the like must be repeated as often as any goods are taken in after clearing.

If a ship-trades in goods for different places, they should be particularly distinguished in the report, as suppose the aforesaid vessel had taken in goods for Ireland, Madeira and Jamaica.

For Ireland.

S. G. 1 1 box lace Samuel Grimes.

For Madeira.

W. T. { 1 to 3 3 boxes } Sundry goods. William Turner.
4 1 bale }

For Jamaica.

R. G. 9 1 box Sundry goods. Rog. Grainger.

London. Know ye, that John Mosely hath entered five hundred weight wrought iron, five hundred weight brass, value one hundred eighty-five pounds, in the Robert, J. Grey, for Hambro', duty paid.

Form of the
Cocket and In-
dorsement. (1)

Dated 4th Sept. 1802, in the forty-second
year of King George the Third.

J. W.	1 a 5—5 boxes	qt. 5 wrought iron	£ 85
No. 1 a 5		qt. 5 brass	- - 100

Total £185

To the Patent Searchers.

A Bill or exact copy } Entered as the Cocket to the deputed
of the Entry. } Searchers.

If several goods are exported at the same time, of which some are free, and others pay duties, the exporter must have two cockets, and must make two entries, one for the goods that pay and the other for those that do not pay customs.

To export goods by certificate, which must be foreign goods formerly imported, and on which a drawback is to be received, you must mention the marks, numbers and contents, the name of the ship in which the goods were imported, the importer's name, and time of entry inwards, and make oath that the entries for those goods were paid or secured to be paid. After you have made an entry in this manner, you carry it to the collector and comptroller, or their deputies, who, after examining their books, will grant a warrant which must be given to the surveyor, searcher, and land waiter, for them to certify the quantity of goods, after which the certificate must be brought back to the collector or comptroller, or their deputies, and oath must be made that the said goods are really shipped, and not landed again in any port of Great Britain. This done, they set down, in words at length, on the back of the debenture, and then in figures on the same side, the sum, on each particular part of the duties, and subscribed jointly to the whole. By virtue of this debenture, the exporter may, in one month after the ship's departure from Great Britain, demand his drawback, and if the collector has not money enough in his hands to pay the debenture, he is to certify the same on the back of the debenture, in order that the exporter may have recourse to the commissioners for payment.

To export by
Certificate.

Port of } Know ye, that Robert Dewick hath regularly entered in the
Sunderland. } Falcon, of this place, himself master, for Amsterdam, 1500

Certificate
Cocket. (2)

(1) See Mont. Com. Dic. tit. Custom House, (2) Ante, 1 vol. 760. Post. Dict. and ante, 1 vol. 760.

Vol. I. Ch. XIII. pipe staves, imported December 1, 1748, and all duties inwards then paid per se, in the same ship from Dantzick, as by certificate appears.

Dated at the Custom House,
March 7, 1749.

**Over-sea
Cockst. (1)**

Port of } Know ye, that John Long, Br., hath here paid his Majesty's
Sunderland. } over-sea duty for 80 chalders of coals, and 400 pieces, containing 380 cwt. of lead; and hath also entered free three bales, containing 50 pieces of baize, in the Swift, of Stockton, Thomas Hall master, for Dort.

Dated at the Custom House,
this 10th of March 1751.

Collector.
Comptroller.

Report outwards.

[Deputies fees, 2s. 6d. for a British man, and 3s. 4d. for a foreigner; nothing more due to the collector or any other officer.]

Outwards.

Port of } In the ship , of built, property
} all about tons with men,
of which men and , besides a man master
for this present voyage to in

I do swear that the entry above written, now tendered and subscribed by me, is a just report of the name of my ship, its burden, built, property, number, and country of mariners, the present master and voyage; and that it further contains a true account of my lading, with the particular marks, numbers, quantity, quality, and property of all the goods and merchandizes in my said ship, to the best of my knowledge or belief, and that I will not suffer to be reloaded in any part of Great Britain any certificate goods which I have on board, nor take in any more goods for this present voyage, without duly entering and adding the same to this report.

Sworn before us the }
day of }

Collector.
Comptroller.

So help me God.

**A Cockst for
prohibited East
India Goods sent
by Land Carriage
from London. (2)**

London. Know ye, that A. B. ind' hath entered twenty taffaties, forty cushtecs, ten photaes, fifteen damasks, twelve pelongs, which paid duty out of time, late unladen, and now by land carriage to Southampton, and so for exportation.

Dated the 3d March 1730, Anno Regni, &c.

C. D. Collector outwards.

D. E. Comptroller (Surveyor or Surveyor General.)

* Loc. Sig.

**Ditto for Coffee,
Tea, Cocoa Nuts,
and Pepper.**

London. Know ye, that A. B. ind' hath entered five hundred pounds weight of tea by the United East India Company, the 18th of August last, late unladen, and now by land carriage to Southampton, and so for exportation.

Dated the 3d March 1730. Anno Regni, &c.

C. D. Collector outwards.

**An Hovering
Bond (3)**

Whereas by an act of parliament made in the 5th year of the reign of George I. intituled, An act against clandestine running uncustomed goods, and for the more effectual preventing of frauds relating to the customs (which was continued by two other acts, the one made in the 9th year of the reign of George I. and the other in the 2d of His late Majesty's), it is enacted, that where any ship or vessel of the burthen of 50 tons or under, laden with customable or prohibited goods, shall be found hovering on the coast within

(1) See ante, 1 vol. 760, Postl. Dic.

1 vol. 760.

(2) See ante Postl. land carriage inwards,

(3) 1 vol. 770.

the limits of any port, and not proceeding on her voyage, wind and weather permitting, the officers of the customs may go on board every such ship or vessel, and take an account of the lading, and demand security of the master or other person having the charge of such vessel by his own bond to His Majesty in treble the value of such foreign goods, with condition that such vessel (as soon as wind and weather, and the state and condition of such vessel do permit) shall proceed on her voyage; and if such master or other person having the charge of such vessel shall upon such demand refuse to enter into such bond; or having entered into such shall not proceed on such voyage (as soon as wind and weather, and the condition of the vessel will permit, unless otherwise suffered to make a longer stay by the collector [or other principal officer in his absence] of the port where such vessel shall be, not exceeding twenty days), then and in either of the said cases all foreign goods on board such vessel shall and may, by any officer or officers of the customs, by the direction of the collector or other principal officers as aforesaid, be taken out of such vessel, and forthwith brought on shore and secured: and in case the said goods are customable, the customs and other duties shall be paid for the same.

And as concerning wool, or any prohibited goods or other goods liable to forfeiture, which may be found on board such vessel at the time of their unloading as aforesaid, the same are thereby declared to be subject to forfeiture; and the officers of the customs shall and may prosecute the same, as also the vessel, in case she shall be liable to condemnation: and it is in the same act provided, that after such goods are so taken out of such vessel and brought on shore and secured, such bonds so to be given shall be void, and delivered up without any fee or reward; and such bond not being otherwise discharged, shall on a proper certificate returned under the common seal of the chief magistrate in any place or places beyond the seas, or under the hands and seals of two known British merchants, upon the place, that such goods were there landed; or upon proof by credible persons, that such goods were taken by enemies, or perished in the seas (the proof thereof being left to the judgment of the Commissioners of the Customs) be vacated and discharged.

And by another act of parliament made in the 6th year of the reign of George I. intitled, An act for preventing frauds and abuses in the public revenues of excise, customs, stamp duties, post office, and house money, it is enacted, that when any vessel of the burthen of 50 tons or under, being in part or fully laden with brandy, shall be found at anchor or hovering within two leagues from the shore, and not proceeding on her voyage (wind and weather permitting), it shall be lawful for any commander of any of His Majesty's ships of war, frigates, or armed sloops, appointed for the guard of the coasts, or for the commander of any yatch, smack, sloop, or other boat or vessel in the service of the customs, or for any officer of His Majesty's customs, to compel the master or other person having the charge of such vessel to come into port. And it is declared by the said act, that such master or other person as aforesaid, as likewise such vessel and the brandy wherewith such vessel is laden, in part or in the whole, shall be subject to the same rules, regulations, penalties, and forfeitures, as such cargoes, vessels, and the masters or others taking charge thereof, which hover within the limits of any port of this kingdom, are by the aforesaid act of the fifth year of the reign of George I. subject unto.

And whereas the ship *Betty* of Wells, under the burthen of 50 tons, whereof the above bound H. D. is master, has been found hovering on the coast of this kingdom, within the limits of the port of Southampton [or at anchor or hovering within two leagues of the shore of the coasts of this

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kingdom] loaden with (1) 40 hogsheads of French wines, pretended to be bound for Stockholm, in the kingdom of Sweden, or to some other port or ports in foreign parts : Now, the condition of this obligation is such, that if the said ship (as soon as wind and weather, and the condition of the said ship do permit) shall proceed to the said port of Stockholm, or to some other port in foreign parts ; and if a certificate (2) be returned under the common seal of the chief magistrates in any place beyond the seas, or under the hands and seals of two known British merchants upon the place, that the said 40 hogsheads of French wines were there landed ; or upon proof by credible persons that the said goods were taken by enemies, or perished in the sea ; then this obligation shall be void and of none effect, or else shall remain in full force, effect, and virtue. H. D.

Sealed and delivered in the presence of

A. B. Collector.

B. C. Comptroller.

Porterage
Bill. (3)

Port of } C. D. master of the day of from Genoa, who reported the
hath made a true report as appears
upon comparing the accounts of the delivery with his report, and is duly in-
titled to porterage. The total amount of the upon his cargo,
being the branches out of which porterage is due, is pounds shillings
pence.

Land Surveyor.

The old subsidy, &c.
upon the cargo above mentioned, amounts to
for the same after the rate of per cent, is

and the porterage

Comptroller.

Custom House the day of
Received of the collector of His Majesty's customs at this port, the sum of
in full of the above. C. D.

Wines, 6s. 8d. per cent. { On the amount of the old subsidy one per cent. ad-
ditional duty and imposts on all the wine imported
in the vessel.

Currants, 6s. 8d. per cent. On the old subsidy one per cent. and petty custom.
Norway goods, 2l. per cent. on the old subsidy and petty custom.

Other goods 10s. per cent. { On the old subsidy one per cent. additional
duty and petty custom on the whole cargo.

Note.—That no porterage bill is to be paid, unless it amounts to ten shillings.

Forms of Peti-
tions, Memo-
rials, &c. to
Bank of Eng-
land. (4)

Do. to Commis-
sioners for Vic-
tualling Navy.

Do. to Commis-
sioners for the
Transport Ser-
vice.

To the Honourable the Governor, Deputy Governor, and Directors of
the Bank of England.

Sheweth, (or "Gentlemen.")

To the Honourable the Commissioners for victualling His Majesty's
Navy.

Sheweth, (or "Gentlemen.")

To the Honourable the Commissioners for the Transport Service.

Sheweth, (or "Gentlemen.")

(1) Or the goods may be endorsed on the the time when landed.
back of the bond.

(2) The certificate for the discharge of such
bonds must mention the quantity of goods, and

(3) Ante, 1 vol. 783. Postl. Dic.
(4) Montefiore, 386.

Honourable Sirs,

My ill state of health having obliged me to leave , I returned
passenger in the , Captain , and having brought with me four

J. H. { No. 1. } chests and a case of Madeira wine (marked and numbered
2. { as per margin), which I have bottled off at Madras for the
3. { private use of myself and family, I am informed that on
4. { the same being landed here with my baggage, the wine was
5. { seized by Mr. , one of your Honour's officers, for
not being reported at the Custom House.

I beg leave to observe that the said wine was regularly manifested and reported in the usual manner as stores belonging to the passengers of the ship , contents unknown.

As no fraud could possibly be intended, I am to request that your Honourable Board will be pleased to order the said wine to be admitted to entry, and delivered on payment of the usual duties and charges.

I am, very respectfully, Honourable Sirs,

Your most obedient and most humble Servant,

To the Honourable the Commissioners
of the Revenue of Excise.

To the Honourable the Commissioners of the Revenue of Excise.

The humble Memorial of T. C., J. P., and J. R., of Maiden Lane,
in the Parish of Saint James Garlick Hithe, in the City of London,
wholesale Grocers and Tea Dealers.

Sheweth,

That your memorialists have for upwards of 16 years last past carried on business as wholesale grocers and tea dealers in Maiden Lane as aforesaid, in an extensive way, and with uniform credit and reputation, and have never been knowingly guilty of any violation of the revenue, or of any other laws, in the course of carrying on their said business.

That notwithstanding the inviolate good conduct of your memorialists in this respect, they were lately, to their great surprize, served with process issuing out of the Court of Exchequer, requiring them to appear to an information to be filed against them in that Court by His Majesty's Attorney General.

That your memorialists caused an appearance to be entered for them accordingly, and they have taken an office copy of such information, by which it appears that your memorialists are charged in 10 several counts with having in the year 1815 sold and delivered to one J. M., therein stated to be a licensed brewer of beer, (your memorialists being charged in the said information with knowing him to be so licensed.) "a quantity of liquorice contrary to law," for which a penalty or penalties is or are sought to be recovered; and your memorialists are further charged in the said information with having sold and delivered to the said J. M., knowing him to be so licensed, a quantity of molasses contrary to the law, for which further penalties are sought to be recovered.

That your memorialists never knowingly engaged, either directly or indirectly, in any illegal, illicit, or prohibited course of trade; and particularly your memorialists positively state, that they are wholly innocent of all and every of the supposed offences, in and by the said information imputed to them.

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Petition for the
Delivery of
Wine seized for
not having been
duly reported by
the Captain of
the Ship on Ar-
rival from Fo-
reign Parts. (1)

Petition to Com-
missioners of
Excise to request
the Attorney
General to enter
a Nolle Prosequi
to an Informa-
tion. (2)

(1) See form, Montefiore, 378.; and as to the law and practice, see ante, 1 vol. 799, this petition.
800.

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That your memorialists have always been in the habits of allowing their clerks, warehousemen, and other trade servants, to have and be supplied with the articles in which your memorialists trade and deal, whenever they wished to have the same for the use of themselves and their families, or their immediate friends, at the wholesale price, which practice your memorialists believe to be common to the greater part of the wholesale houses in the grocer and tea business, it being generally considered, that where the articles are wanted for the immediate use and consumption of the servant or of his family, such a privilege is but a reasonable indulgence ; and even where they are intended to be resold by the servant to his personal friends, that it tends to promote habits of gainful industry, and tends to the establishment of connections, which eventually enable the individual to engage in retail business, which ultimately conduces to the advantage of the wholesale dealers, his former masters.

That on being served with process issued in virtue of this information, your memorialists knowing that they never had any such dealings as those imputed to them by this prosecution, made inquiry among the persons who were in their service and employ during the said year 1815, for the purpose of ascertaining whether any of them had been engaged in such dealings, and had committed the offences in and by the said information mistakenly imputed to your memorialists.

That such inquiry informed your memorialists, that W. C., who in the year 1815 lived with your memorialists in the character of salesman, had been the perpetrator of the offences mentioned or referred to in the said information, and that he had in the course of the year 1815 sold 14 lbs. of juice or liquorice and one half puncheon of molasses to the said J. M. ; but for the complete justification of your memorialists, and the entire satisfaction of your Honours, your memorialists crave leave to state the particulars of the information which they then received respecting those transactions.

First, as to the juice or liquorice, on the 9th of November 1815 the said W. C. bought of your memorialists 14 lbs. of juice, among other articles ; the mode of doing this was, by his entering in the warehouse book the articles which he wanted, and applying to the warehouseman for them ; they were never paid for in money at the time, but were subsequently accounted for, and deducted from his wages on the periodical settlement of his wages. This particular item stands in the warehouse book in the hand-writing of the said W. C., in the following manner :

W. C.			
1815.			
9th Nov. Tea	-	1	6s. 9d.
Do.	-	3	6s.
Juice	-	14	9 guineas.

These prices were the wholesale prices of the day. At this time the said W. C. lodged with his brother-in-law, Mr. W., a carpenter, in East Street, New Market, near Finsbury Square, by which means he became acquainted with the before mentioned J. M., who lived in the same street. Memorialists find on enquiry, that the said W. C. sold this juice or liquorice to the said J. M. at an advanced price ; but of which circumstances your memorialists knew nothing until after the institution of this prosecution. The whole of the profit was received and retained by the said W. C., without the least participation therein by your memorialists, who made no enquiries respecting the ultimate disposition of the article, because they had nothing to do with the profits arising from the resale, and they had no reasons to suspect and did not suspect that the said W. C. had engaged in any illegal or improper disposal thereof.

Secondly, as to the molasses, on the 22d of July 1815 the said W. C. bought of your memorialists half a puncheon of molasses at 36s. 6d., which was the wholesale price of the day, your memorialists having on that day bought molasses for their warehouse at that price; these goods were likewise entered by the said W. C. in the warehouse book in his own name, and your memorialists find that the said W. C. sold these goods also to the said J. M., at an advanced price; of which circumstances your memorialists were ignorant until after the institution of this prosecution. The whole of the profit of these goods, as of all others which were so bought by the said W. C. out of your memorialists' warehouse, having been received and retained by the said W. C., without any participation therein by your memorialists, your memorialists, for the reasons aforesaid, did not at the time make or think themselves called upon to make or justified in making any inquiries respecting the profits of such resale. Your petitioners also find upon their recent inquiries, that this parcel of molasses was sent and delivered at Mr. W.'s carpenter's yard in East Street aforesaid, for the said W. C., by the waggon of your memorialists in that neighbourhood; but of this circumstance your memorialists knew nothing at the time of its occurrence.

That the above mentioned articles of juice and molasses are the only articles of that description which the said W. C. bought of your memorialists, during the period of time mentioned in the said information.

That your memorialists now find to their great surprize, that the said W. C. was in the habit of occasionally using the printed invoices of your memorialists' warehouse, for making out the bills of parcels of goods really belonging to and sold by himself; but your memorialists positively state, that he had no authority whatever from them for doing this, and they were not aware of the practice at the time, it being a violation of the established regulation of their house, and permission for which they have constantly and uniformly refused to all their clerks or servants who ever applied for such a permission. Your memorialists beg leave again to repeat, that they were not in any manner privy to the aforesaid dealings and transactions by and between the said W. C. and J. M., nor were they at all apprized of the same until after the institution of this prosecution, and they never partook, directly or indirectly, of any part of the gains or profits arising therefore.

That in a penal proceeding like the present, your memorialists humbly submit, that they ought not to be charged, and that the law will not charge them, with the personal default or misconduct of their servants, committed entirely without their knowledge or suspicion; and the truth of this statement is manifested by the annexed affidavit.

Your memorialists are advised and feel confident, that under these circumstances they have a good and sufficient defence against the said information; but as they are of course anxious to avoid the expence of defending a crown prosecution, and are desirous also of avoiding the public imputation of a violation of the law, of which, knowing themselves to be innocent, they are unwilling to be publicly accused; and as they feel assured that your Honours act on principles of public justice, and would not continue a prosecution after every appearance or suspicion of guilt has been removed, they have thought it right to submit the statement to your Honours' consideration, and they humbly pray,

That your Honours, under the circumstances aforesaid, will be graciously pleased to direct your Solicitor to instruct His Majesty's Attorney General to enter a nolle prosequi on the record of the said information, or that your Honours will grant your memorialists such other relief in the premises, as to your Honours shall seem just.

And your memorialists shall ever pray, &c.

Vol. I. Ch. XII. In the Exchequer.

Affidavit in support of the last-mentioned Petition.

Between His Majesty's Attorney General, Informant,
and

T. C., J. P., and J. R.

Defendants.

T. C., J. P., and J. R., of Maiden Lane, in the parish of Saint James Garlick Hithe, in the city of London, wholesale grocers and tea dealers, the above-named Defendants, and W. C., late of East Street, New Market, Finsbury Square, in the county of Middlesex, but now of Battle Bridge, in the same county, grocer and late salesman in the warehouse of the said Defendants, severally maketh oath and say, and first Defendants for themselves say, that these Defendants have for upwards of 16 years last past carried on business as wholesale grocers and tea dealers in Maiden Lane aforesaid, in an extensive way, and with uniform credit and reputation, and have never been knowingly guilty of any violation of the revenue, or of any other laws, in the course of the carrying on their said business. But notwithstanding the inviolate good conduct of the said Defendants in these respects, they were lately to their great surprize served with process issuing out of the Court of Exchequer, requiring them to appear to an information to be filed against them in that Court by His Majesty's Attorney General; whereupon the said Defendants caused an appearance to be entered for them accordingly, and they have taken an office copy of such information, by which it appears that they are charged in 10 several counts with having in the year 1815 sold and delivered to one J. M., therein stated to be a licensed brewer of beer (the said Defendants being charged in the said information with knowing him to be so licensed), a quantity of liquorice contrary to law, for which a penalty or penalties is or are sought to be recovered. And the said Defendants are further charged in the said information, with having sold and delivered to the said J. M., knowing him to be so licensed, a quantity of molasses contrary to law, for which further penalties are sought to be recovered. But Defendants say, that they never knowingly engaged, either directly or indirectly, in any illegal or illicit or prohibited course of trade, and particularly Defendants positively state, that they are wholly innocent of all and every the supposed offences in and by the said information imputed to them. And the said Defendants further say, that they have always been in the habit of allowing their clerks, warehousemen, and other trade servants, to have and be supplied with the articles in which the said Defendants trade and deal, whenever such clerks, warehousemen, and servants wished to have the same for the use of themselves and families, or their immediate friends, at the wholesale price; which practice the said Defendants believed to be common to the greater part of wholesale houses in the grocery and tea business, it being generally considered that where the articles are wanted for the immediate use and consumption of the servant or of his family, such a privilege is but a reasonable indulgence, and even where they are intended to be resold by the servant to his personal friends, that it tends to promote habits of gainful industry, and leads to the establishment of connections which eventually enable the individual to engage in retail business, which ultimately conduces to the advantage of the wholesale dealers, his former masters. And the said Defendants further say, that on being served with the process issued in virtue of this information, they, said Defendants, knowing that they had never had any such dealings as those imputed to them by this prosecution, made inquiry among the persons who were in their service and employ during the said year 1815, for the purpose of ascertaining whether any of them had been engaged in such dealings, and had committed the offences in and by the said information mistakenly imputed to the said Defendants, and by such enquiries the said Defendants learnt, that the other Deponent, W. C., who in the year 1815 lived with the said Defendants in the character of salesman, had been the perpetrator of the offences mentioned or referred

to in the said information; and that he had in the course of the year 1815 sold 14lbs. of juice or liquorice, and one half-puncheon of molasses, to the said J. M. the particulars of which transactions are as follow; (that is to say), all the above named Defendants severally say, that on the 9th of November 1815 the said W. C. bought of the said Defendants 14lbs. of juice among other articles, the mode of doing this was by his entering in the warehouse book the articles which he wanted, and applying to the warehouseman for them; they were never paid for in money at the time, but were subsequently accounted for and deducted from his wages, on the periodical settlement of his wages. This particular item stands in the warehouse book in the hand-writing of the said W. C. in the following manner:

Wm. C.,

1815.

9 Nov. Tea	-	1	-	6s. 9d.
Do.	-	3	-	6s.
Juice	-	14	-	9 guineas.

These prices were the wholesale prices of the day. At this time the said W. C. lodged with his brother-in-law, Mr. W., a carpenter, in East Street, Newmarket, near Finsbury Square, by which means he became acquainted with the before mentioned J. M., who lived in the same street; and this Deponent W. C. saith, and the said Defendants believe it to be true, that the said W. C. sold this juice or liquorice to the said J. M. at an advanced price; but of which circumstances the Defendants knew nothing until after the institution of the prosecution. The whole of the profit was received and retained by the said W. C., without the least participation therein by the said Defendants, who made no inquiries respecting the ultimate disposition of the article, who had no reason to suspect and did not suspect that the said W. C. had engaged in any illegal or improper disposal thereof. And all these Deponents severally say, that on the 22d of July the said W. C. bought of the said Defendants half a puncheon of molasses at 36s. 6d., which was the wholesale price of the day, the Defendants having on that day bought molasses for their warehouse at that price; these goods were likewise entered by the said W. C. in the warehouse book in his own name. And the said Deponent W. C. saith, and the said Defendants believe it to be true, that the said W. C. sold these goods also to the said J. M. at an advanced price; of which circumstances the said Defendants were ignorant until after the institution of this prosecution. The whole of the profit of these goods, as of all others which were so bought by the said W. C. out of the said Defendants' warehouse, having been received and retained by the said W. C., without any participation therein by the said Defendants; who, for the reasons aforesaid, did not at the time make or think themselves called upon to make or justified in making any inquiries respecting the profits of such resale. And the Deponent W. C. for himself saith, the fact is, and the said Defendants say, that the Defendants find by their recent inquiries, that this parcel of molasses was sent and delivered at Mr. W.'s carpenter's yard in East Street aforesaid, for the said W. C., by the waggon of the said Defendants, one day on which the waggon had to deliver goods to certain customers of the said Defendants in that neighbourhood; but of this circumstance the said Defendants knew nothing at the time of its occurrence. And all these Deponents severally say, that the above mentioned two articles of juice and molasses are the only articles of that description which the said W. C. bought of the said Defendants during the period of time mentioned in the said information. And the said Defendants further say, that they now find to their great surprise, that the said W. C. was in the habit of occasionally using the printed invoices of the said Defendants' warehouse, for the making out of bills of parcels of goods really belonging to and sold by himself; but the said Defendants, and also the said W. C., positively state, that he had no authority whatever from them for doing this, and they were not aware of the practice at the

Vol. I. Ch. XIII. time, it being a violation of the established regulation at their house, and permission for which they have constantly and uniformly refused to all their clerks or servants who ever applied for such a permission. And all these Deponents positively say, that the said Defendants were not in any manner privy to the aforesaid dealings and transactions, by and between the said W. C. and J. M., nor were they at all apprized of the same, until after the institution of this prosecution; and they never partook, directly or indirectly, of any part of the gains or profits arising therefrom.
Sworn, &c. &c.

Notice of Action
to Office of Ex-
cise for seizing
Malt by Attor-
ney of Party. (1)

To I. K. & L. M., Officers of His Majesty's Excise.

You having, on or about the day of last, unlawfully seized, taken, and carried away a large quantity, to wit, 81 quarters of malt, belonging to A. B. esquire, of , and being of great value, to wit, of the value of , and converted and disposed thereof to your own use, I do therefore, as attorney of and for the said A. B. esquire, in this behalf, according to the form of the statute in such case made and provided, hereby give you notice, that I shall at or soon after the expiration of one calendar month from the time of your being served with this notice, cause a precept, called a bill of Middlesex, to be sued out of His Majesty's court of King's Bench at Westminster, before the king himself, against you, at the suit of the said A. B. esquire, for the said trespass, and shall proceed against you thereupon, according to law. Dated

Yours, &c.

G. H. of street, in the parish of
in the county of , attorney for the said
A. B.

To be endorsed thus " G. H. of street, in the parish of
in the county of , attorney for the within named A. B."

Notice by Party
himself to an
Excise Officer
or Custom-house
Officer, that
Plaintiff will
commence
Action against
him for taking
away Ship, Tea,
&c. (2)

To C. D. and E. F., Officers of his Majesty's Excise (or " Customs.")

I A. B. of in the county of gentleman, do hereby, according to the form of the statute in such case made and provided, give you notice, that I shall by my attorney Mr. G. H. of in the county of Middlesex, at or soon after the end of one calendar month from the time of your being served with this notice, cause an action to be commenced and prosecuted against you, at my suit, in His Majesty's court of Common Pleas at Westminster: For that you the said C. D. and E. F. on the day of September A. D. 1822, with force and arms, unlawfully seized and took possession of a certain brig or vessel called together with her tackle, apparel, furniture, and stores of and belonging to me the said A. B., and being of great value, to wit, of the value of £ ; and also seized and took possession of, and carried away a large quantity, to wit, one hundred pounds weight of tea belonging to me the said A. B., and being of great value, to wit, of the value of £100, and kept and detained the said brig or vessel, and her tackle, apparel, furniture, and stores, and the said tea from me, the said A. B., for a long time, to wit, for the space of days then next following, and until I the said A. B., in order to regain possession thereof, was forced and obliged to, and did pay to you a large sum of money, to wit, the sum of £ ; and also, for that you on the day and year aforesaid, with force and arms, &c. unlawfully seized, took and carried away a certain other ship or vessel, and a certain other large quantity of tea, of me, the said A. B., of great value, to wit, of the value of £ , and converted and disposed thereof to your own use; and other

(1) See ante 1 vol. 806. See statute 28 Geo. 3. c. 37. s. 25. Tidd. Prac. 7 ed. 28, 29.

(2) See ante 1 vol. 806.; and 28 Geo. 3. c. 37. s. 25. The plaintiff's place of abode must be stated with precision.

wrongs to the said A. B. did, to his great damage, and against the peace of our lord the now king. Dated this day of A. D. Vol. I. Ch. XIII.

Yours, &c.

A. B. of in the parish of
in the county of

N. B.—To be endorsed as follows, “E. F. of in the county of
, attorney for the within named A. B.”

D. No. 227.

Register No. 102. Licence to deal
in Gold and Silver
Plate.

Plate () Licence.

We whose names and seals are hereunto subscribed and set, two of His Majesty's commissioners for the duty of excise in England, in pursuance of an act of parliament passed in the 43d year of His late Majesty's reign, do hereby permit and authorize Messrs. Griffin and Adams, in 76, Strand, within the limits of the head office of excise in London, to trade in, vend and sell gold and silver plate, from the 20th day of December 1821, to the 20th day of December 1822, they having paid eleven pounds ten shillings for this licence to the Receiver General duly appointed to receive the same, according to the acts in that case provided. Given under our hands and seals this 25th day of March, in the third year of the reign of our Sovereign Lord George the Fourth, by the grace of God of the united, &c. king, defender, &c., and in the year of our Lord 1822.

Entered, A. B. Accountant.

C. D. (L. s.) }
E. F. (L. s.) } Commissioners.

G. No. 3709.

Register No. 1131. Tobacco

Dealer.

Licence to deal
in Tobacco and
Snuff. (1)

We whose names are hereunto subscribed, and seals set, being duly appointed by the major part of the commissioners of England to grant licences, authorizing persons to deal in tobacco and snuff, within the limits of the chief office of excise, under and by virtue of an act made in the 43d year of the reign of His late Majesty King George the 3d, intituled, &c. do hereby authorize

of in the parish of to deal in, vend and sell tobacco and snuff within the limits of the chief office of excise, from &c. to &c., he having paid 10s. for this licence at the chief office of excise, according to the said act. Given under our hands and seals this day of in the year of the reign of our Sovereign Lord King George the fourth, by the grace of God, &c. and in the year of our Lord

Entered (W. Hughes). Accountant.

Entered B. L.

C. Lyde.
E. Hande.

H. No. 1325.

Register, No. 13.

Licence to exer-
cise Trade of a
Tallow Chand-
ler. (2)

We whose names are hereunto subscribed, and seals set, being duly appointed by the major part of the commissioners of excise in England to grant licences to persons to make and manufacture, within the limits of the chief office of excise in London, for sale, the several and respective commodities, and to deal in such commodities, mentioned in an act of parliament made in the 24th year of His late Majesty's reign, intituled “An Act for laying certain duties upon licences to be taken out by the makers of and dealers in exciseable commodities therein mentioned,” do hereby authorize and empower J. Bull, living at 113, Chancery Lane, in the parish of , within the limits of the chief office of excise in London, to exercise the trade or business of a tallow chandler, at the aforesaid house and places thereto belonging, from the 16th day of September 1821 to the 16th day of September 1822,

(1) Ante 1 vol. 839.

(2) Ante 1 vol. 838.

Vol. I. Ch. XIII. he having paid the sum of two pounds for this licence, according to the said act, unto the Receiver General of Excise, duly appointed to receive the same. Given under our hands and seals, this 3d day of April in the year of our Lord 1822.

Entered, C. H. Accountant.

J. Hardy. (Seal.)

W. Leen. (Seal.)

Petitions to the Board of Excise.

Petition for the Removal of Wines from Party's House in Town to his House in the Country. (1)

To the Honourable the Commissioners of the Revenue of Excise.

Sheweth, (or by letter),

Honourable Sirs,

Having occasion to remove the under mentioned wines and liquors, from my house in town to my house in the country, situate at _____ in the county of _____, I am to request that your Honours will be pleased to grant permits for removing the same accordingly, on the _____ instant, by _____, the whole being for the use of myself and family.

Seventy-two British quart bottles of Foreign red wine, not French.

Sixty British quart bottles } of Foreign white wine, not French.
Twenty-four ditto pint ditto }

Thirty-six Foreign quart bottles of French red wine.

Twenty-four British quart bottles of Foreign brandy.

Twelve - ditto - ditto of Foreign rum.

Twelve - ditto - ditto of Foreign geneva.

I am, very respectfully, Honourable Sirs,

Your most obedient and most humble servant,

**To the Honourable the Commissioners
of the Revenue of Excise.**

Petition to Excise for an Inspection of a Debenture.

To the Honourable the Board of Excise.

The humble Petition of Philip Hind and George Johnson, of the Inner Temple, London, Gentlemen.

Sheweth,

That your petitioners, as agents to Peter Fearnhead of Nottingham, solicitor, are employed by the assignees of Joseph Smith Adams, a bankrupt, to recover from the house of Wilcoxon, Stanton and Co., the sum of two hundred and thirty-five pounds or thereabouts, being the amount of a certain debenture allowed and received by the said bankrupt, in respect to certain glass purchased by the said bankrupt of Messrs. Shortridge and Co., and exported, and afterwards delivered up to said Wilcoxon and Co. to get relieved from an arrest on mesne process.

That the said bankrupt owed a debt, your petitioners have been informed and believed, to an old firm of Messrs. Stanton and Wilcoxon, since which said Stanton has departed this life. And Arthur Wilcoxon, as the surviving partner, on the 30th September 1818 commenced an action against said bankrupt, for a debt alledged to be due to him and three others; whereas such demand, if due at all, is due to him as surviving partner as aforesaid, and which their solicitor has since admitted to be the case; but the principal ground on which the assignees contend they have a right to recover the value of such debenture is, that it was parted with by the said bankrupt after he had committed an act of bankruptcy, and which fact your petitioners believe can be clearly made out.

Your petitioners therefore humbly pray, that they may be permitted to inspect and take a copy of the said debenture, or that they may have a copy thereof on paying the fees, if required.

(1) See form Montefiore, 877. Ante 1 vol. 848, 4.

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END OF THE SECOND VOLUME.

A

Treatise

ON

COMMERCIAL LAW.

VOL. IV.

PRECEDENTS APPLICABLE TO THE THIRD VOLUME.

CHAP. I.

Agreements, Deeds, and Records in general.

Memorandum of an Agreement made this 1st day of January in the year of our Lord 1823 (2), between A. B. of London, merchant (1), of the one part, and C. D. of London aforesaid, merchant, of the other part.

Precedents applicable to Vol. III. Ch. I.

Common Form of an Agreement in Writing not under Seal, between Two Persons in their own Right. (1)

WHEREAS the above-named A. B. is possessed of, &c. [*here insert the recitals, if any, explanatory of the agreement, and disclosing the circumstances under which the same is entered into (3), and then proceed as follows:*] Now therefore [*or, if no recital be necessary, begin with the words "It is, &c."*] it is agreed between the said parties, that, &c. [*here set out the mutual agreement between the parties, and if there is any distinct or separate contract of one contracting party, proceed as follows:*] And the said A. B. doth for the considerations herein-after mentioned, [*or, "for and in consideration of, &c." setting out the consideration, or if the consideration is executed (which should appear by way of recital) omit the words "for the considerations herein-after mentioned (4)," and after the word "hereby," say*] for himself, his execu-

(1) The particular character, if any, under which the parties entered into the agreement should be stated, as whether they contract as partner, agent, trustee, &c. See next precedents.

(2) The date is not material, and it may be shewn, without prejudice to the agreement, that it was executed at a different time. See 4 East, 477.

(3) We have before seen that no precise form or set of words is necessary to constitute a simple contract, and it will be sufficient if the recital, or the facts contained in it, be set forth in any part of the agreement. (See ante 3d vol. 3.) As to the various forms of contracts not under seal in particular cases and for particular purposes, see throughout this volume.

[VOL. IV.]

[B]

Recitals are, however, frequently useful in composition, either to state or explain the motives of the parties in entering into the contract, or to avoid in the description of the consideration, or of the contract, a variety of facts, the statement of which in one continued sentence of length might be scarcely intelligible. See an instance where a long sentence created ambiguity, 2 Bos. & Pul. 27.; but when the mere statement of the agreement will be sufficiently intelligible without any preamble, the agreement may commence, by stating the consideration and the stipulations, without any recital.

(4) Or if there be reciprocal stipulations, the statement of the mutual agreement will suffice, without otherwise adverting to the consideration.

Vol. III. Ch. I.

tors, administrators, and assigns (1), [or if the promise is joint and made by two or more persons, say, "and first the said A. B. and C. D. do hereby for themselves, their executors, administrators, and assigns," or if joint and several, say, "and first the said A. B. and C. D., for themselves, their respective executors, administrators, and assigns, do hereby jointly and severally (2)," or if each one engage separately only, see the form, post 6, and 7 T.R. 352. ; or if made by an agent, say, "and first the said A. B., as agent for I. K. (3), doth hereby," or if made by a partner, say, "and first the said A. B. doth hereby, for and on the behalf of himself and L. M. his partner in this behalf (4)," or if made by and in the character of an executor, administrator, or trustee, say "and first the said A. B. as executor, [or administrator, or trustee of (5), &c. (as the case may be)] doth hereby promise and agree to and with the said C. D., his executors, administrators, and assigns," [or if the promise is made to two or more parties, or to an agent, partner, executor, administrator, or trustee, describe the promise accordingly as directed where the promise is made by such parties,] that, &c. [here state the particular contracts of the first contracting party, and upon every fresh and distinct contract say, "and the said A. B. [or C. D., &c.] doth hereby further promise and agree that, &c." or if any proviso or condition in the contract, say, "provided always, that if, &c."]

And the said C. D. doth hereby, in consideration of the premises, for himself, his executors, administrators, and assigns, [or if the promise is made by more than one party, or in any particular character, here state it as above directed between the brackets, containing stipulations relative to the first contracting party], promise and agree, &c. [here state agreement, &c. in the same way as above directed with respect to the first contracting party; and if there are more contracting parties than two, pursue the same directions throughout; and if there is any general understanding to be declared between the parties, providing for any future event or other contingency, say,] and it is hereby declared and agreed by and between the said parties to this agreement, that in case, &c. [here state such general understanding and agreement, and conclude as follows:] In witness whereof, the said parties have hereunto subscribed their hands the day and year first above written.

A. B. (6)

C. D. &c.

Witness E. F. (7) (or if the signature of each party be witnessed by different persons, say,

"Witness to the signature of A. B., E. F.

"Witness to the signature of C. D., G. H.")

The like with
Penalty
Clause. (8)

And lastly, it is hereby agreed by and between the said parties hereto, that either of them neglecting to perform the agreement on his part, according to

(1) As heirs can only be bound by contract under seal, the word "heirs," is of no avail in a simple contract; and as executors and administrators are generally responsible in that character to pay damages, though not expressly named, and as assigns are not bound by a personal contract, the words "executors, administrators, and assigns," though usually introduced, are not in general of any avail.

(2) The use of a joint and several stipulation is, that the party in whose favour the contract is made may sue each separately, and in case of death of one, may sue his executors at law, which he could not otherwise do. 7 T. R. 352. 2 Burr. 1196.

(3) See post, as to instruments by agents. It may be better to describe the principal as agreeing.

(4) See post, as to instruments by partners.

(5) But this makes him in general personally liable. 5 East. 148. 3 Bar. & Ald. 47. ante, 3 vol. 216, 7.

(6) Here describe the character, if any, under which the party enters into the agreement.

(7) If the hand-writing of the contracting parties can be readily proved, it may be advisable to avoid having any subscribing witness; for if there be one, he must in general be called as a witness, and sometimes his attendance cannot be obtained at all, or without considerable expence.

(8) See 2 Bos. & Pul. 346. in which it was held, that this clause in the concluding part of an agreement is to be construed as a penalty, and not as stipulated damages, and Heath, J. said,

the tenor and effect and the true intent and meaning thereof, shall pay to the other of them the full sum of £—— of lawful money of Great Britain, to be recovered in any of his majesty's courts of record at Westminster. In witness, &c.

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And lastly, it is hereby agreed by and between the parties aforesaid, that in case either of them, (or in case the said C. D.) shall be guilty of or suffer any breach or breaches of any stipulation or agreement herein contained on his part or behalf to be performed or observed, he shall and will pay or allow, at the option of the other party, the sum of £——, not as a penalty, but as the fixed, stipulated, and measured damages and compensation agreed by him to be paid as a debt, and to be recoverable or allowed as such without any relief at law or in equity against such payment; but the other party shall nevertheless be at liberty to proceed for such further or other damages as he may have actually sustained, whether or not they may exceed the amount of the said sum of £—— so agreed to be paid as aforesaid. In witness, &c.

The like with a Clause as to stipulated Damages. (1)

And for the due and punctual performance of this agreement, each of the said parties to these presents does hereby agree to bind himself to the other of them in the sum of £500, to be considered and taken as liquidated damages, or sum of money forfeited or due from the one party to the other, who shall neglect or refuse to perform his part of the agreement.

The like in another Form. (2)

A. B.
C. D.

Memorandum of an Agreement made this 1st day of January in the year of our Lord 1823, between A. B. of London, merchant, and C. D. of the same place, merchant, copartners in trade of the one part; and G. H. of London aforesaid, merchant, of the other part; as follows, &c.

An Agreement between Partners and a Third Person.

Whereas, &c. (see the directions as to the recitals, stipulations, &c. ante 1.)

Memorandum of an Agreement made this 1st day of January in the year of our Lord 1823, between A. B. of London, merchant, of the 1st part; C. D. of Liverpool, merchant, of the 2d part; and E. F. of Manchester, manufacturer, of the 3d part.

An Agreement between Three or more contracting Parties, in separate Rights.

Whereas, &c. (see the directions as to the recitals, stipulations, &c. ante 1.)

The statute of frauds, 29th Car. 2. chap. 3. sect. 4., enacts, "that no action shall be brought whereby to charge the defendant upon any agreement that is not to be performed within the space of one year from the

An Agreement to take Case out of Statute against Frauds, 29 Car. 2. c. 3. s. 4. between the Parties themselves.

"Where articles contain stipulations for the performance of several things, and then one large sum is stated at the end to be paid upon breach of performance, that must be considered as a penalty; but where it is agreed, that if a party do such a particular thing, such a sum shall be paid by him, there the sum stated may be treated as liquidated damages." So, if a party agrees not to do some specified act, under a 'penalty' of £100, such sum cannot be considered in the nature of liquidated damages. See 3 Bos. & Pul. 630. 13 East, 345. 1 Hen. Bl. 227. The penalty is auxiliary to the enforcing performance of the contract, and the party grieved may either take the penalty as his debt at law, and assign his breach under the statute 8 & 9 W. 3. c. 11. s. 8., or he may

bring his action for damages upon the breach of the contract, in which case he may recover a greater sum for damages than the penalty. 13 East. 347. Holt, C. N. P. 46. (but see 1 Camp. 79.) But where, by the express agreement of the parties, a sum is to be paid as stipulated damages, or a penalty of £50 per acre, to be paid as rent, then the jury have no discretion, and must give in damages the prescribed sum. Holt, C. N. P. 46. 3 Bar. & Ald. 692. Sugden, Ven. & P. 170, 1.; but see 5 Taunt. 247. In equity, a stipulation in an agreement to pay a fixed sum as damages, affords no answer to a bill for a specific performance, 2 Atk. 371.

(1) See Holt Rep. 46. and the last note.

(2) See this form, Holt, C. N. P. 43, and the note to the last precedent.

Vol. III. Ch. I. making thereof, unless such agreement, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or some other person thereunto by him lawfully authorized." The best mode of taking a case out of this statute is to state the contract between the parties formally, by memorandum of agreement between them, as ante page 1.; stating the consideration of each party's engagement. (1) But this may be effected by an *exparte* memorandum, signed by the party, without any formal agreement between the parties, as thus:—"Memorandum. In consideration of Mr. A. B. having agreed to sell and deliver to me, &c. at and for the price or sum of £—— for each and every of the said, &c. and to deliver the same on, &c., I hereby agree to purchase and take of and from him the said A. B. the said &c. at and for the price aforesaid, to be paid by me for the same, provided the same be delivered to me monthly, so as to complete the delivery of the whole of the said &c. within the space of two years from the date hereof. Dated, &c. C. D." The vendor or manufacturer must sign a corresponding memorandum, or he will not be liable.

The like to take Case out of 17th Sect. Statute against Frauds, 29 Car. 2. c. 3.

The statute against frauds, 29 Car. 2. c. 3. § 17., enacts, that "no contract for the sale of any goods, wares, and merchandizes for the price of £10 sterling or upwards, shall be allowed to be good, except the buyer shall accept part of the goods so sold, and actually receive the same, or give something in earnest to bind the bargain, or in part of the payment, or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their agents thereunto lawfully authorized." The contract for a sale of goods, to avoid the effect of this statute, may be, and sometimes is, by memorandum of agreement like that ante 1. to 2.; and if there be a surety for the payment of the price, that is the best form of contract. But in general where there is no surety, a contract of sale is entered into by means of bought and sold notes. The vendor's bargain is usually in these words:—

Sale Note.

1st January 1823. Sold to C.D. 100 tons of hemp at £—— per ton, 14 days for delivery; payment by bill at 3 months. Signed A. B. (2)

And the bought note is thus:—

Bought Note.

1st January 1823. Bought of A. B. 100 tons of hemp at £—— per ton, 14 days for delivery; payment by bill at 3 months. Signed C. D. (3)

An Agreement by a Third Person to be responsible for the Debt, Default, or Miscarriage of another, to prevent Operation of Statute against Frauds, 29 Car. 2. c. 3. sect. 4.

The statute against frauds, 29 Car. 2. c. 3. § 4., enacts, that "no action shall be brought whereby to charge any executor or administrator, upon any special promise, to answer damages out of his own estate, or whereby to charge the defendant upon any special promise to answer for the debt, default, or miscarriage of another person, or to charge any person upon any agreement made upon consideration of marriage, unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or some other person thereunto by him lawfully authorized." Under this statute, an agreement to pay the debt of another must contain the consideration for the promise, as well as the promise itself, and parol evidence of the consideration is inadmissible (4). The most perfect mode of entering into a contract for the payment of the debt of another is by formal agreement, as ante 1. to 2. But it is more usual in practice for the party guaranteeing merely to write a letter thus:—

(1) See *Saunders v. Wakefield*, 4 B. & A. 595. New Rep. 252. See other forms of contract

(2) See *Saunderson v. Jackson*, 2 Bos. & of sale, post. Pul. 288. 3 Taunt. 169.

(3) *Egerton v. Mathews*, 6 East, 307. 1 595. (4) *Saunders v. Wakefield*, 4 B. & A.

Sir,

London, 1st January 1823.

Vol. III. Ch. I.

In consideration of your selling and delivering to Mr. A. B. on a credit of months, such goods as he may want of you in the way of your trade, I hereby agree to be responsible to you for the due payment for the same to the amount of any sum that may at any time become due, not exceeding £500.

I am, Sir, yours, &c. C. D. (1)

This indenture of two (or "three" or "four," &c.) parts, made this 1st day of January in the year of our Lord 1823, between A. B. of, &c. (*here describe party's place of abode, and his addition of degree or trade, and the relative character, if any, under which he becomes a contracting party, as if entered into by an agent, say, "between A. B. of, &c. by C. D. his attorney, "or agent, lawfully constituted in this behalf," if by partners, say, "between A. B. of, &c. and C. D. of, &c. copartners in trade," and so on; if by one partner for the rest, say, "between A. B. of, &c. C. D. of, &c. and E. F. of, &c. by the said A. B., as well in his own name, as for and in the names of the said C. D. and E. F. duly and lawfully authorized in that behalf," or if by a trustee, &c. describe him accordingly*) of the one part, and C. D. of, &c. [*follow same directions as those laid down between the foregoing brackets*], of the other part, [*or if more than two parts, say, "between A. B. of, &c. of the first part, C. D. of, &c., of the second part, and E. F. of, &c. of the third part," and so on.*

General Form of an Indenture between Two or more Persons for any Purpose. (2)

Whereas, &c. [*here set forth recitals*]. (3) Now this indenture, [*or if no recital necessary, begin thus, "This indenture witnesseth, &c."*] witnesseth, that [*if the indenture is for carrying into effect any future purpose, here state it, by saying, "that for the purpose of, &c." stating it, or if it alludes to a thing or act already done or executed, say "that in pursuance of, &c."*, and proceed thus, and] for and in consideration of, &c. [*stating the executed or executory consideration, or "for the considerations hereinafter mentioned,"*] the said A. B. [*"hath, &c." (if act already done, stating it, or if to be done, "doth, &c.")*] If there are any covenants, proceed thus, "And the said A. B. (*the contracting party*)," for himself, his heirs, (4) executors, administrators, and assigns, and every of them, [*or if the covenant be made by one or more jointly, or jointly and severally, observe directions in this respect, as laid down with regard to simple contracts, and post*], doth hereby covenant, promise and agree with and to the said C. D. his executors, administrators, and assigns [*follow directions between last brackets*], and with and to each of them [*or, each and every of them*], in manner following; that is to say, that, &c. [*here set out the covenant, and at commencement of every fresh and distinct covenant, say "and that, &c." or, "and also that, &c." or, "and further, that, &c." if there is any particular proviso, say "provided always, &c." stating it; if there is any mutual understanding or agreement between the parties, say and it is hereby declared and agreed by and between the said parties to these presents, (or if amongst any parties in particular, say so), that, &c. [here state agreement]*. In witness whereof, the said parties to these presents have hereunto set their hands and seals, [*or, if the indenture be of two parts, "the said A. B. hath hereunto set his hand and seal," or,*

(1) See also *Stadt v. Lill*, 9 East, 848, and other precedents, post.

(2) The forms of indentures in particular cases will be found under the proper heads, post. In general a contract under seal may be by indenture, articles of agreement, or deed poll, and the common law in no case requires an indenture. The statutes 5 Eliz. c. 4. and 3 W. & M. c. 11., respecting apprentices, are the only regulations that require the deed to be

indented. See 1 Sess. Cases, 222. Co. Lit. 143 b. 229 a. 2 Bla. Com. 295, 6. The 31 G. 2. c. 11. alters the above statutes as to parish apprentices, 4 T. R. 770.

(3) The observations, as to the utility of recitals, ante page 1, will be found applicable.

(4) Heirs are not bound, unless expressly named, and the contract be under seal, *Barber v. Fox*, 2 Saund. 136. Bac. Ab. Heir and Ancestor, F.

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if done by an agent, say "the said A. B. by C. D. of, &c. his attorney, lawfully authorized in that behalf by a certain power of attorney hereunto annexed, or hereupon endorsed, hath hereunto set his hand and seal," (1)] the day and year first above written.

A. B. (L. s.) (2)
C. D. (L. s.)

Signed, sealed, and delivered, on the
day and year first above written,
in the presence of E. F. of, &c. (3)

General Form
of Articles of
Agreement un-
der Seal. (4)

Articles of agreement entered into this 1st day of January, in the year of our Lord 1823, between A. B. of, &c. [*here pursue directions as laid down in this respect on entering into a deed indented, ante page 5*], for himself (or themselves) his (or their) executors and administrators, and C. D. of, &c. as follows; that is to say, Whereas, &c. [*pursue the same directions as have above been pointed out in framing a deed indented, only describing this instrument as an agreement, and not an indenture; and instead of saying "Now this indenture witnesseth," say*] "Now this agreement witnesseth, &c." (*here state recitals and subject of the agreement, nearly in the same terms as an indenture, ante 5*).] In witness, &c.

A. B. (L. s.) (5)
C. D. (L. s.)

Signed, sealed, and delivered, in the
presence of E. F. of, &c. (6)

Form of a joint
and several Co-
venant by Three
or more. (7)

And the said A. B. and C. do, for themselves jointly, and for their several and respective heirs, executors, and administrators, and each and every of them, severally, separately, and apart from the others of them, doth for himself, his heirs, executors, and administrators, covenant, &c.

The like in an-
other Form.

And the said A. B. and C. do, for themselves, their heirs, executors, and administrators, and each and every of them doth, for himself, his heirs, executors, and administrators, covenant, &c.

Covenant by
two or more
persons sepa-
rately for him-
self only. (8)

And the said A., so far as relates to his own acts and deeds only, but not further or otherwise, doth, for himself, his heirs, executors, and administrators; and the said B., so far as relates to his own acts and deeds only, but not further or otherwise, doth for himself, his heirs, executors, and administrators, covenant, &c.

The like in an-
other Form,
where the Par-
ties are nume-
rous.

And each and every of them, the said A. B., C. D., E. F. and G. H., so far as relates to his or her own acts and deeds only, but not further or otherwise, doth hereby, for himself and herself, and his and her heirs, executors, and administrators — Or,

(1) Vid. post, form of a deed executed by an attorney in pursuance of a power.

(2) If the party enters into a deed by his attorney or agent, the agent should place his seal, and describe himself as acting in that character, as for A. B. (the principal), C. D. (the agent) (L. s.) If a partner, having power to bind the firm, thus, "C. D. as well in his own name, as for and on the behalf of the above mentioned E. F." (L. s.) 2 East, 142. Upon a party's executing a deed, he should place his hand on the seal, and say, "I deliver this as my act and deed," or if an agent, "as the act and deed of the above-named A. B.," or if by C. D. a partner, "as my act and deed, and also as the act and deed of my partner, C. D."

(3) See post 7, note 6.

(4) The form of articles in particular cases will be found under the proper heads, post.

(5) The observations as to the execution of a deed indented, will be found here applicable.

(6) See post 7, note 6.

(7) If by an agreement parties "jointly and severally undertake, promise, and agree to and with the said A. B. that they and each of their executors will on his and their respective parts, &c." this makes each liable, as well for his own acts as for the acts of the others. 7 T.R. 359.

(8) When it is intended that several parties to an agreement or deed should be liable only for his own act, this mode of framing the stipulation is necessary. 7 T.R. 352.

And each and every of them, the said A. B., C. D., and E. F., so far as relates to his or her own acts and deeds only, and not for the acts and deeds of the others, or any other of them, doth, for himself or herself only, and his and her own heirs, executors, and administrators, and in no respect further or otherwise, covenant, &c.

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The like in another Form.

And the said A. doth hereby, for himself, his heirs, executors, and administrators, and for the said B. his wife, [if the estate be the wife's, add "and her heirs,"] she the said B. hereby consenting thereto, doth, &c.

Covenant by Husband, for himself and Wife, she consenting, &c.

Know all men by these presents, that I (or "we" as the case may be) A. B. of, &c. [and C. D. of, &c. the party or parties bound, (2)] am [or, are] held and firmly bound to E. F. of, &c. [or, and G. H. of, &c., and so on, if one or more obligees] in pounds (double the condition) of lawful money of Great Britain, to be paid to the said E. F. [or, G. H., if two obligees, add "or either of them," or if more than two, add "or any or either of them,"] or his [or, their] certain attorney, executors, administrators, or assigns, for which payment to be well and truly made, I [or, "we," as the case may be] bind myself [or, "ourselves, and each of us by himself," (3)] my [or, "our, or either of our," or when more than two, say "our, and every of our,"] heirs (4), executors, and administrators, firmly by these presents, sealed with my [or, "our"] seal [or, "seals,"] dated the day of , in the year of the reign of our Sovereign Lord George the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, &c. and in the year of our Lord 1823.

General form of a Bond. (1)

Whereas, &c. (here set forth recitals, if any necessary, see ante, page 1. note 3. and then proceed,) Now therefore the condition of this obligation is such, that if the above bounden A. B. [or, party or parties bound] his [or, "their"] heirs, executors, or administrators, do and shall, &c. [here set forth the condition of the bond], then this obligation to be void, otherwise to remain in full force and effect.

Sealed and delivered, being first duly stamped, in the presence of E. F. of in the county of (6)

A. B. (L. s.) (5)
C. D. &c. (L. s.)
[here all the obligors names and seals should be placed.]

Know all men by these presents, that I A. B. of, &c. do owe and am indebted to C. D. of, &c. the sum of fifty pounds of lawful money of Great Britain, which I promise to pay unto the said C. D., his executors, administrators, or assigns, at and upon the first day of October next ensuing the date of these presents. In witness whereof I have hereunto set my hand and seal, the 10th day of August A. D. 1733.

Ancient Form of a Single Bill for Money. (7)

Signed, sealed, and delivered, in the presence of E. F. of, &c.

A. B. (L. s.)

(1) The precedents of bonds, in particular cases, will be found under the proper heads, post.

(2) Ante, page 1.

(3) This makes the bond several as well as joint, and enables the obligee to sue each obligor separately, and to sue the executor of one who dies first at law, 7 T. R. 358. 2 Burr. 1196. Bac. Ab. Obligations.

(4) See ante 2, note 1.

(5) The observations relative to the execution of a deed indented will be found here applicable. See ante 5.

(6) It is in general advisable to have some known substantial person as the attesting witness, and to describe him in the attestation, that he may afterwards be more readily found.

(7) See form, Jacob's Law Dict. tit. Bill.

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Ancient Form
of a penal Bill
for Payment of
Money. (1)

Know all men by these presents, that I, A. B. of, &c. do owe unto C. D. of, &c. the sum of one hundred pounds of lawful money of Great Britain, to be paid unto the said C. D., his executors, administrators or assigns, on, &c. next ensuing the date hereof; for which payment well and truly to be made, I bind myself, my heirs, executors, and administrators, to the said C. D., his executors, administrators, and assigns, in two hundred pounds of like lawful money, firmly by these presents. In witness whereof I have hereunto set my hand and seal, the 10th day of August A. D. 1733.

Warrant of At-
torney and De-
claration there-
of. (2)

To A. B. and C. D. gentlemen, attornies of His Majesty's court of King's Bench (or Common Pleas), at Westminster, jointly and severally, or to any other attorney of the same court (or in the Exchequer, "To E. F. &c. naming the four attornies of the Court," attornies of His Majesty's court of Exchequer at Westminster, jointly and severally).

These are to desire and authorize you the attornies above named, or any one of you, or any other attorney of the said Court of King's Bench (or Common Pleas) aforesaid, to appear for me (or us) C. D. of, &c. [place of abode and addition] or C. D. of, &c. E. F. &c.) in the said Court, as of this present Hilary term, or any other subsequent term, and then and there to receive a declaration or declarations for me (or us, or one or more of us), against me (or us, jointly or severally,) in an action of debt for £—— for money borrowed [or "on a bond or obligation made and entered into by me (or us) the said C. D. (or the said C. D. and E. F.) to G. H. (or G. H. and I. K.) in the penal sum of £——], at the suit of G. H., his executors or administrators (or the said G. H. and I. K., their or either of their executors and administrators, or either of them), and thereupon to confess the same action, or else to suffer a judgment by nil dicit, or otherwise, to pass against me (or us, or one or more of us) in the same action, and to be thereupon forthwith entered up against me (or us, or either of us) of record of the said Court of —— for the said sum of £—— besides costs of suit. And I (or we) the said C. D. (or the said C. D. and E. F.) do hereby further authorize and empower you the said attornies, or any of you, after the said judgment shall have been entered up as aforesaid, for me (or us), and in my (or our) name (or names), and as my (or our, or one of our act and deed) to sign, seal, and execute a good and sufficient release in the law to the said G. H., his heirs, executors, and administrators (or G. H. and I. K., their or either of their executors or administrators, or either of them), of all and all manner of error and errors, writ and writs of error, and all benefit and advantage thereof, and all misprisions of error and errors, defects, and imperfections whatsoever, had, made, committed, done, or suffered, in, about, touching, or concerning the aforesaid judgment, or in, about, touching, or concerning any writ, warrant, process, declaration, plea, entry, or other proceedings whatsoever, of or any way concerning the same; and for what you the said attornies, or either of you, shall do or cause to be done in the premises, or any of them, this shall be to you and every of you a sufficient warrant and authority. In witness whereof, I (or we) have hereto set my hand and seal (or, our hands and seals), the —— day of —— in the —— year of the reign of our Sovereign Lord George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland King, Defender of the Faith, and in the year of our Lord 18 .

Sealed and delivered (being first duly stamped) in the presence of L. M.

C. D. (L. S.) (3)
[names of all the executing parties.]

(1) See form, Jacob's Dict. tit. Bill.

(2) See other forms, post . As to the a deed indented, ante 6, will be found here
requisites of this security, see Tidd, 7th ed. applicable,
563, 4. and 8 G. 4. c. 39.

(3) The notes relating to the execution of

Whereas, &c. [if any recital be necessary, state it (2)]. Now therefore [or if no recital is necessary, begin by saying]—

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G. H. } Memorandum that the within warrant of attorney is given for
v. } securing the payment from the within-named C. D. to the within-
C. D. } named A. B. of the sum of £—, and interest, on the days and in
manner following (or if on bond, "according to the condition of the within-
mentioned bond"), that is to say, the sum of £—, part thereof, together
with interest for the same, on the day of 18 , and the further
sum of £—, residue thereof, together with interest for the same, on the
day of 18 . And it is agreed by the said parties, that no action,
execution, or other process or proceedings shall be commenced, sued out, or
prosecuted against the said C. D., his heirs, executors, administrators, lands,
goods, or chattels, upon the judgment to be entered up in pursuance of the
within warrant, until default shall happen to be made in payment thereof at
the days and times aforesaid; but in case of any such default, then it shall
and may be lawful for the said A. B. at any time, even after the expiration
of a year from the day of signing such judgment, and without issuing any
writ of scire facias to revive the same, to issue execution for the whole of the
said sum of £—, or so much thereof as shall then remain unpaid, together
with interest thereon as aforesaid; and to levy the same, together with
poundage, officers fees, possession money, expences of sale by auction, and
all other reasonable charges and expences. In witness whereof, we have
hereunto subscribed our hands, the day and year within written.

Defeasance
thereto. (1)

Witness L. M. of, &c.

C. D.
G. H.

Know all men by these presents, that I, A. B. of, &c. [place of abode and Statute Mer-
addition, or we, A. B. of, &c. C. D. of, &c.] am (or are) bound unto C. D. in the chant. (2).
sum of £—, to be paid to the said C. D., or to his certain attorney, on
shewing this writing, his heirs, executors, or administrators, at the feast of,
&c. next coming after the date of these presents; and unless I (or we)
shall so do, I (or "we") will and grant that the execution and penalty
provided by the Statute Merchant (4) of our Lord the King, passed at
Westminster, shall run upon me and my (or upon us and every of our)
heirs, executors, administrators, and assigns, as in the same statute is
ordained and provided. Dated at London this day of A. D.

(King's Seal.)

A. B. (L. s.)

[And all obligors names and seals.]

Taken and acknowledged before me, the day and year abovesaid,
A. B. Clerk of the Statutes Merchant, and C. D. Mayor of, &c. (or
"C. D. Bailiff of, &c. or C. D. and E. F. esqs. two merchants assigned
for this purpose.")

Know all men by these presents, that I, of, &c. [place of abode and Statute
addition, or "we, A. B. of, &c. C. D. of, &c.] am (or are) held and firmly Staple. (3)
bound unto E. F. (or E. F. and G. H.) in the sum of £—, to be paid to

(1) As to the defeasance, see Tidd, 7 ed. 488, 4. If the defeasance declare that the security is for payment of £ on demand, a demand must be made before execution, 2 Bro. & B. 464. The defeasance, if any, must be written on the same paper as the warrant of attorney, 3 Geo. 4. c. 39. s. 4.

(2) The notes applicable to statement of recitals in entering into a simple contract in writing will be here applicable. See ante 1. n. 3.

(3) See form, Jac. Dict. tit. Statute Merchant, Tidd's Forms, 489, s. 2 Saunders, 69. c. n. 8., where see the particular advantages which may result from this security. It has however become disused, in consequence of the non-appointment of officers, for the purpose of taking it.

(4) Statute 13 Edw. 1.

(5) See Tidd's Forms, 484. Jac. Dict. Statute Staple, 2 Saunders, 70, n. 8.

Vol. III. Ch. I. the said E. F., or to his certain attorney (or " to the said E. F. and G. H. or
 _____ to their, &c.) on shewing this writing, his heirs, executors, or administrators
 (or their heirs, executors, administrators, &c.), at the Feast of, &c. next
 coming after the date of these presents. And unless I (or we) shall so
 do, I (or we) will and grant that then the penalty of the Statute Staple,
 passed at Westminster, shall run upon me or my (or upon us, and every of
 us, and our, and every of our) heirs, executors, and administrators, to be
 recovered as a debt for merchandizes bought, as in the same statute it is
 ordained and provided. Dated at this day of

A. B. (L. s.)

(King's Seal.)

[And names and seals of all the obligors.]

Taken and acknowledged before me A. B. Mayor of the Staple at
 and in the presence of C. D. Constable of the Staple.

CHAP. II.

Of Stamps.

Vol. III. Ch. II. IT was proposed, in the 3d volume, pag. 163, to print the stamp acts in
 _____ this Appendix, but as they are exceedingly long, and a new act is in contem-
 plation, it has now been considered expedient to omit the present enact-
 ments. No forms therefore applicable to this Chapter are here given.

CHAP. III.

Principal and Agent, Factor and Broker, &c.

Vol. III. Ch. III. TO all to whom these presents shall come. I, A. B. of, &c. send greeting.
 _____ Whereas the said A. B. being about to leave the united kingdom of Great
 Britain and Ireland, and to reside for a time in foreign parts, hath
 requested C. D. of, &c. to take upon himself the care of his estate and pro-
 perty, and to act for him in his affairs during his absence, which the said
 C. D. hath consented to do. Now therefore know ye, that I the said A. B.
 have made, deputed, constituted, and appointed, and in my place and stead
 put, and by these presents do make, ordain, depute, constitute and appoint,
 and in my place and stead put the said C. D. my true and lawful attorney,
 to act in and conduct and manage all and every the affairs, matters, and
 things of me the said A. B. being or happening within the united kingdom
 of Great Britain and Ireland during the absence of me the said A. B. ; and
 for that purpose do by these presents authorize and empower him the said
 C. D., in the name and on the part and behalf of me the said A. B. to ask,
 demand, sue for, recover, and receive of and from all and every person and
 persons whomsoever, and also of and from every body or bodies public or
 corporate in the said united kingdom, whom it doth, shall, or may concern,
 all and every sum and sums of money, debts, dues, goods, wares, merchan-

General Power
 of Attorney for
 Mercantile Pur-
 poses, to act in
 this Country for
 the Principal on
 his leaving it. (1)

Recital of Inten-
 tion to leave the
 Kingdom.

Appointment of
 Attorney or
 Agent ;

to receive
 Debts ;

(1) See ante, 3d vol. 193 to 221.

dizes, chattels, effects and things of what nature or description soever, which now are, or is, or which at any time or times during the subsistence of these presents shall or may be or become due, owing, payable, or belonging to me the said A. B., in or by any right, title, ways, or means howsoever: And also for me the said A. B. and in my name to settle any account or accounts, or reckoning or reckonings whatsoever, wherein I the said A. B. now am, or at any time or times hereafter shall or may be in anywise interested or concerned with any person or persons whomsoever, and to pay or receive the balance or balances thereof, as the case may require: And also for and on the behalf of me the said A. B., either in my name or in the name of the said C. D., to draw, accept, or indorse any bill or bills of exchange or promissory note or notes, in satisfaction or on account of any debt or claim due or payable to or from me the said A. B. And also for me the said A. B., and in my name, or otherwise, to receive all and every sum and sums of money whatsoever which now is or are due, arising, or belonging to me the said A. B., upon or by virtue of any mortgage or mortgages, or other security or securities whatsoever, and on receipt thereof, for and in the name of me the said A. B., to make, sign, execute, and give good and sufficient releases, acquittances, or other discharges for the same. And also for me the said A. B., and in my name, or otherwise, to sign the certificate or certificates of any bankrupt or bankrupts, and compound with any person or persons for or in respect of the aforesaid debts, or of any sums of money, or any other debt, debts, or demands whatsoever, which now is or are or shall or may at any time or times hereafter become due or payable to me the said A. B., and take or receive any composition or dividend thereof or thereupon, and give receipts, releases, or other discharges for the whole of the same debts, sums, or demands, or to submit to arbitration all and every or any such debts or demands, and all and every other claims, rights, matters, and things due to or concerning me the said A. B., as the said C. D. shall think most advisable for the benefit and advantage of me the said A. B., and for that purpose, and in his name, to enter into, make, sign, execute, and deliver such bonds of arbitration or other deeds or instruments as are usual in like cases. And also for me the said A. B. and in my name to appear, and my person to represent in all or any court or courts, and before all or any magistrates or officers of or in law or equity whatsoever, as by the said C. D. shall be thought advisable, or as he shall think fit; and to sue, arrest, distrain upon, imprison, and out of prison again to liberate, release, acquit, and discharge all and every or any person or persons whomsoever now indebted, or who shall or may at any time hereafter become indebted, to me the said A. B., or upon whom I now have or hereafter shall or may have any lawful claim or demand. And also for and in the name of me the said A. B., or otherwise, to commence any action or actions, suit or suits, as well real as personal, or mixed, in any court of law or equity, for the recovery of any debt, sum or sums of money, right, title, interest, property, matter, or thing whatsoever, now due or payable, or in anywise belonging to me the said A. B., by any means or on any account whatsoever; and the same action or actions, suit or suits, to prosecute and follow, or to discontinue or become nonsuit therein, if he the said C. D. shall see cause. And also for me the said A. B., and in my name, to use and take such other lawful ways and means for the recovering, receiving, obtaining, or getting in any such sum and sums of money, or other things whatsoever, which is, are, shall or may be, or by the said C. D. shall be conceived or thought to be due, owing, belonging, or payable unto me the said A. B. by any person or persons whomsoever; and also to appoint any attorney or attornies, or solicitor or solicitors, at law or in equity, and to give and sign any warrant or warrants to

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to settle Accounts;

to draw, accept, and indorse Bills; (1)

to receive Money due upon Mortgage or other Security;

to give Receipts for the same;

to compound Debts and sign Certificates;

to submit Claims to Arbitration;

to represent Principal in Courts, &c.

to commence Actions;

(1) An express power seems necessary. See 6 T. R. 591. 1 Hen. Bla. 155. 1 Taunt. 347.

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to do all necessary Acts.

Confirmation.

To substitute other Attornies.

prosecute and defend in the premises aforesaid, or any of them, as occasion may require, either in the name of me the said A. B., or in the name of him the said C. D. And generally to do all and every or any other acts, deeds, matters and things whatsoever in or about the estates, property, and affairs of me the said A. B., as amply and effectually to all intents and purposes as I the said A. B. could do or have done in my own proper person if these presents had not been made. I the said A. B. hereby ratifying and confirming, and promising and agreeing, at all or any time or times to allow, ratify, and confirm all and whatsoever the said C. D. shall lawfully do or cause to be done in and about the premises aforesaid by virtue hereof. And for the better doing, performing, and executing of all or any of the matters and things aforesaid, I the said A. B. do hereby further give and grant unto the said C. D. full power and authority to substitute and appoint, and in his place and stead put one or more attorney or attornies for me the said A. B. and as my attorney or attornies, and any such appointment or appointments, attorney or attornies, from time to time to revoke or displace, and any other or others in his or their place or places to substitute or appoint, as he the said attorney shall from time to time think fit. In witness whereof I, the said A. B., have hereunto set my hand and seal this 1st day of January A. D. 1823.

Witness, &c.

A. B. (L. S.)

Appointment of a fresh Attorney or Agent, on the decease of the first.

[In case it should be considered expedient to provide for the death or bankruptcy of the agent, then, at the conclusion of the above precedent, the following appointment may be introduced:—"And whereas the said A. B. being desirous of providing for the event of the decease of the said C. D. during the absence of him the said A. B., hath requested one E. F. of, &c. to take upon himself the care of the estate and effects of the said A. B., and to act for him in his absence in the event of such decease as aforesaid, which he hath consented to do. Now, therefore, further know ye, that I the said A. B. have made, deputed, constituted and appointed, and by these presents do make, depute, constitute and appoint the said E. F. my true and lawful attorney from and immediately after the decease of the said C. D., in case he shall happen to depart this life during the absence of me the said A. B., to act in and conduct and manage all and every the affairs, matters and things of me the said A. B. in such and the same or like manner in all respects as he the said C. D. could or might have done in his lifetime. And I the said A. B. do hereby accordingly give and grant to and vest in him the said E. F. all and every such and the same or the like powers and authorities in or concerning the premises in all things as are herein-before given and granted to or vested in the said C. D., and as if the name of the said E. F. had throughout these presents been inserted instead of the name of the said C. D. And I the said A. B. do hereby ratify and confirm, and promise and agree to ratify and confirm, all and whatsoever the said E. F., or his lawful attorney or attornies, shall lawfully do or cause to be done in or about the premises by virtue of these presents."]

Appointment of a Sub-attorney, in pursuance of a Power from the Principal for that Purpose.

TO all to whom these presents shall come. I, C. D. of, &c. send greeting. Whereas A. B. of, &c. by a certain deed poll or instrument in writing under his hand and seal, bearing date the day of A. D. constituted and appointed me his true and lawful attorney, for the purpose of collecting and getting in the several debts and sums of money owing to him the said A. B., (or as the case may be) and thereby authorized and empowered me from time to time to substitute, nominate, and appoint one or more attorney or attornies under me, for all or any of the purposes in the said deed poll mentioned. Now know ye, that I the said C. D., pursuant to and in exercise of the power and authority so given to me as

herein-before is mentioned, have nominated, substituted, and appointed, and by these presents do nominate, substitute and appoint E. F. of, &c. in my place and stead, to act as and be the attorney of him the said A. B., and in his name or otherwise to ask, demand, sue for, recover and receive all and every the debts, dues, sum and sums of money due and owing unto him the said A. B., and which have not been by me received and recovered, and which said debts, dues, and sum and sums of money are or are intended to be set forth in the schedule hereunder written. And upon receipt or recovery thereof, receipts, releases, and other proper and sufficient discharges and acquittances to give for the same, I the said C. D. hereby giving and granting unto the said E. F. my whole power and authority, as attorney of the said A. B., in and concerning the premises aforesaid, and for that purpose to take, commence, use, exercise, and prosecute all lawful actions, remedies, suits, expedients and means, as fully and effectually, to all intents and purposes, as I the said C. D. could or might do under or by virtue of the herein-before in part recited power or authority given to me for that purpose. In witness, &c.

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Know, &c. that I, A. B. of, &c. the lawful attorney of C. D. of, &c. have made, ordained, authorized, constituted, appointed, and substituted, and by these presents (by virtue of the power and authority to me in that behalf given by the said C. D., by a certain writing or letter of attorney under his hand and seal, dated the _____ day of _____ now past) do make, ordain, authorize, constitute, appoint, and substitute E. F. of, &c. in my place and stead to act as and be the attorney of the said C. D., and in his name to demand and receive of and from G. H., &c. all, &c. And upon receipt of the said sum of £_____, or any part thereof, by virtue of these presents, to make and give sufficient receipts and discharges for the same. And I the said A. B. do hereby give and grant unto the said E. F. all my full power and authority as attorney of the said C. D., and otherwise, in and touching the said premises, to use, have, and take all lawful ways and means in and for recovering of the said sum of £_____, and every part thereof, of the said G. H., and to do and perform all other matters and things in and to the premises requisite and necessary, as fully as I myself might or could do by virtue of the power to me given by the said C. D. or otherwise. And I do hereby ratify, &c. (as usual, see ante 12.)

The like in a more concise Form.

(To the words "appoint, &c." as in a general power of attorney, and then as follows:)

—appoint D. and E., &c. jointly, and either of them severally, and in case of the decease, absence, or refusal of the said D. and E. or either of them, to act as our attorneys by virtue hereof; then we ordain, authorize, constitute, and appoint F. of, &c. alone or together with either of them the said D. and E. as shall be living and present there, and will act as our attorney by virtue of these presents, jointly, or either of them severally, to be our true, &c.

Power to Two Persons, but in case of Death, Absence, or Refusal of both or either of them, then to another, alone or with the party who will act.

—appoint B., &c. C. and D., &c. jointly, and either or any of them severally, my true and lawful attorney and attorneys, and in case of the decease or absence of the said C. and D. or either of them, or of their refusal to be and act as my attorney or attorneys together with the said B. by virtue hereof, then and not otherwise I make, ordain, authorize, constitute, and appoint E. of, &c. together with the said B., in case of the death or of the absence or refusal of both of them, the said C. and D. to act as aforesaid, or together with either of them the said C. and D. as shall be living and present there, and will act by virtue hereof, jointly, or any of them severally, to be my true and lawful attorney or attorneys, for me and in my name, &c.

Power to Three Persons, but in case of Death, Absence, or Refusal of Two of them, then to another, to join him who will act.

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Power to enable
Two or more of
several Attornies
to act for Prin-
cipal. (1)

Affidavit of the
due Execution of
a Procuration or
Letter of Attor-
ney. (2)

The like in an-
other Form.

Notarial Certifi-
cate of the due
Execution of a
Letter of At-
torney. (3)

Notarial Certifi-
cate of the Identi-
ty of the Per-
son executing a
Power of Attor-
ney.

Bond of the At-
torney, and
Surety for duly
accounting, &c.

(*After stating appointment proceed thus*)—"His true and lawful attornies, jointly and separately for him and in his name, to sign and underwrite all such policies of insurance as they his said attornies, or any of them, shall jointly and separately think proper."

A. B. of, &c. maketh oath and saith, that he was present and did see E. F. of, &c. duly sign, seal, and as his act and deed deliver the procuration or letter of attorney hereunto annexed; and that the name E. F., subscribed against the seal of the said procuration or letter of attorney, is of the proper hand-writing of the said E. F., and the names of this deponent and of J. M. subscribed to the said procuration or letter of attorney as witnesses to the due execution thereof, are of this deponent's and of the said J. M.'s own proper respective hand-writing.

Sworn, &c.

A. B. of, &c. maketh oath and saith, that he was present, and did see C. D. of, &c. duly sign, seal, and, as his act and deed, deliver the letter of attorney hereunto annexed, and that the name C. D. thereunto set, as the name of the party executing the same, is of the proper hand-writing of the said C. D., and that the name E. F. and A. B., set or subscribed as witnesses to the due execution of the said letter of attorney, are of the respective proper hand-writings of the said E. F. and of this deponent.

A. B.

Sworn at in the county of ,
the day of 182 , before
me, G. H., Master Extraordinary in
Chancery.

I, J. M. of , notary public, by royal authority duly admitted and sworn, do hereby certify and attest unto all to whom it may concern, that the letter of attorney hereunto annexed was duly signed and sealed by A. therein named, in my presence, and in the presence of C. D. and E. F. To the due execution thereof an act being requested, I have granted the same under my notarial form and seal of office, to serve and avail as occasion shall or may require. Done and passed at aforesaid, this day of , in the year of our Lord .

On this day of , before me J. M. notary public, &c. personally came and appeared A. B. of, &c. and C. D. of, &c. who severally declared that they, these appearers, have for many years known and been well acquainted with E. F., son of G. H., late of , but now of , and that these appearers verily believe the said E. F. to be the same identical E. F. named in the will of J. K. of aforesaid, deceased. And I do hereby certify, that the signature of the said E. F. wrote and subscribed hereunder, is of the true and proper hand-writing of the said E. F., he having subscribed the same in the presence of these appearers, and also in my presence. In testimony, &c.

Whereas the above-named A. A., by his deed-poll or writing under his hand and seal, bearing even date herewith, hath constituted, nominated, and appointed the above-bounden B. C. and D. E. his attorney and attornies, jointly and severally, for him the said A. A., and in his name and to his use, to ask, demand, sue for, recover, and receive all such sum and sums of

(1) See 5 B. & A. 628. where it was held that a power of attorney, in the above form, given to fifteen persons, would enable four of them to execute it. (2) See a form post, 33. sworn before Lord Mayor. (3) See another form, post. 33.

money, effects, debts, and demands whatsoever, which now are, or at the day of now next ensuing shall be due and owing unto him the said A. A. or his estate from any person or persons whomsoever, and to do such other lawful, necessary, and legal acts for the purposes aforesaid, as in such deed-poll or writing are in that behalf and for that purpose particularly mentioned, as by the said deed-poll or writing may more fully appear. Now the condition of the above-written obligation is such, that if the above bounden B. C. and D. E., their executors or administrators, do and shall, from time to time, well and truly account for and pay or cause to be paid unto the said A. A., his executors, administrators, or assigns, upon demand in writing for that purpose, all such sum and sums of money, effects, debts, and demands, as the said B. C. and D. E. shall from time to time receive and get in by virtue of the said letter of attorney or otherwise, to the use of the said A. A. or his estate as aforesaid, without fraud or delay, then the above written obligation to be void, otherwise to be and remain in full virtue and effect.

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To all to whom these presents shall come, I, A. B. of, &c. send greeting. Whereas I, the said A. B., by a certain deed-poll or instrument, in writing, under my hand and seal, bearing date the day of , which was in the year of our Lord , constituted and appointed C. D. of, &c. to be my lawful attorney to, &c. (*state the substance of the power*). Now know ye, that for various causes and considerations me hereunto moving, I, the said A. B., have revoked, annulled, determined, and made void, and by this present deed or instrument, in writing, under my hand and seal, do absolutely revoke, annul, determine, and make void the said deed-poll or letter of attorney herein-before recited or mentioned; and all and every the powers and authorities by me thereby or otherwise given to or vested in the said C. D. for the purposes aforesaid, or otherwise relating to the matters and things in the said deed-poll mentioned, so far in all things as the same powers and authorities, or any of them, have or hath not been by the said C. D. already performed or executed. In witness whereof I have hereunto set my hand and seal, this day of , A. D.

A Revocation of a Power of Attorney. (1)

A. B. (L. s.)

Witness, &c. (*see ante*.)

Whereas I, A. B. of, &c. did, on or about the day of now last past, by a certain writing or letter of attorney, authorize and empower C. D. of, &c. to demand, sue for, recover, and receive, as well of and from E. F. of, &c. and G. H. of, &c., as of and from all other person and persons whatsoever, resident at or elsewhere, in the said island of , all debts, dues, sums of money, goods, wares, merchandizes, effects and things due, payable, or belonging to me the said A. B. (*or to that effect*) as thereby, relation being thereunto had, will and may more fully and at large appear. Now know all men by these presents, that I, the said A. B., for divers good causes and considerations me thereunto moving, have revoked, recalled, countermanded, and by these presents do revoke, recall, countermand, and to all intents and purposes make null, void, and of none effect, the said writing or letter of attorney, and all powers and authorities therein and thereby made, granted, and given to the said C. D., and all other things therein contained, and all acts, matters, and things which might or may be acted, done, and performed by virtue or means thereof; and do hereby make, ordain, authorize, constitute, and appoint J. W. of , in the

Revocation of a former Power, and Letter of Attorney appointing a fresh Attorney.

(1) See ante, 3d vol. 229, 4. If the authority of the agent was under seal, it must be revoked by instrument under seal.

Vol. III. Ch. III. island of _____, my true and lawful attorney, for me, and in my name, place, and stead, to ask, demand, levy, recover, and receive of and from the said C. D., or whomsoever else it may concern, all such debts, dues, sum and sums of money, goods, wares, merchandizes, effects, and things, and every part thereof, which he the said C. D. shall have received of the said E. F. and G. H., or of either of them, or of and from any other person or persons whatsoever, resident at _____ or elsewhere in the said island of _____; and also for me, and in my name, place, and stead, to ask, demand, levy, recover, and receive of and from the said E. F. and G. H., or of either of them, and of and from all other person or persons whatsoever, resident at _____ or elsewhere in the island of _____, all such debts, sum and sums of money, goods, wares, merchandizes, effects, and things which is and are still due and owing unto me the said A. B., and unreceived and unpaid; and on receipt thereof, or any part thereof, acquittances or other sufficient discharges for the same, for me and in my name to make, seal, and deliver; and to do all lawful acts and things whatsoever concerning the premises, as fully in every respect as I myself might or could do if I were personally present, and an attorney or attorneys under him for the purposes aforesaid to make and at his pleasure to revoke. Hereby ratifying, allowing, and confirming all and whatsoever my said attorney shall in my name legally do or cause to be done in and about the premises, by virtue of these presents. In witness, &c.

**General Letter
of Attorney to
get in Debts
from Persons
named in a Sched-
ule.**

To all to whom these presents shall come, I, A. B. of, &c. send greeting. Whereas I, the said A. B., have various debts and monies due to me from certain persons, which my avocations in business render it inconvenient for me to demand in person (*or as the case may be*): And whereas the said debts and monies are or are intended to be particularly mentioned in the schedule or inventory thereof hereunder written or hereunto annexed; now know ye, that I, the said A. B., have made, deputed, constituted, and appointed, and by these presents do make, depute, constitute, and appoint, C. D. of, &c. my true and lawful attorney, for me, and in my name, and for my own use and benefit, to ask, demand, sue for, recover, and receive of and from all and every the person or persons to whom it doth, shall, or may belong to pay the same, all and every the book and other debts, sum and sums of money now due and owing, or hereafter to become due and owing, unto me, from all and every or any of the persons whose names are mentioned in the schedule or inventory herein-above referred to, all and every the sum and sums set opposite to their respective names; and also all such other sum and sums of money as I, the said A. B., shall at any time hereafter, in writing under my hand, express to be due to me from them, or any or either of them; and upon receipt thereof, receipts, releases, and other proper and sufficient discharges and acquittances from time to time to make and give for the same, or any part thereof respectively; and upon nonpayment of the said debts and monies, or any part thereof, to take, commence, exercise, and prosecute for me, and in my name, and on my behalf, all necessary, lawful, or proper powers, remedies, actions, suits, expedients, and means for the recovering, receiving, attaining, and getting in the same, with full power to compromise or compound for any debt or debts, and accept a part for or in lieu of the whole thereof, and to give time or indulgence for payment of any debt or debts, and in the mean time accept such security for payment thereof as he shall think proper; and to submit any debt or debts, or doubt or dispute in relation to any debt or debts, to arbitration, and sign and execute for me, and in my name, any deed or writing for the purpose of giving effect to such submission, as fully and effectually, to all intents and purposes whatsoever, as I myself might or could have done, taken, commenced, exercised or prosecuted, or done or assented to, if per-

sonally present, and these presents had not been made; and also from time to time to substitute, nominate, and appoint one or more attorney or attorneys under him the said C. D. for all or any of the purposes aforesaid, and again at his pleasure to displace and remove, as he shall see occasion or think fit. I the said A. B. hereby ratifying and allowing, and promising and agreeing, from time to time and at all times, hereafter to ratify, allow, and confirm all and whatsoever he the said C. D., or his lawful attorney or attorneys to be by him from time to time nominated and appointed in pursuance of the power herein-before given him for that purpose, shall lawfully do or cause to be done in and concerning the premises by virtue of these presents. In witness, &c.

A. B. (L. s.)

Signed, &c.

Know all men, by these presents, that I, A. B. of, &c. have made, ordained, authorized, constituted, and appointed, and by these presents do make, ordain, authorize, constitute, and appoint C. D. of, &c. my true and lawful attorney irrevocable for [*when there are two attorneys say, "have made, &c. and by, &c. B. of, &c. and C. of, &c. jointly, and either of them, severally to be my true and lawful attorneys and attorney for me, &c."*] me and in my name and to my use (*or "but to the use of him the said C. D."*) to ask, demand, sue for, recover, and receive of E. F. of, &c. all and every sum and sums of money, debts, and demands whatsoever, which now are due and owing unto me the said A. B. by and from the said E. F.; and in default of payment thereof, to have, use, and take all lawful ways and means in my name, or otherwise, for the recovery thereof, by attachment, arrest, (distress), (re-entry), (or otherwise), and to compound or agree for the same, and on receipt thereof, or of any part thereof, acquittances or other sufficient discharges for the same, for me and in my name to make, seal, and deliver, and generally to do all lawful acts and things whatsoever concerning the premises, as fully in every respect as I myself might or could do if I were personally present, and an attorney or attorneys under him for the purposes aforesaid to make, and at his pleasure to revoke, hereby ratifying, allowing, and confirming all and whatsoever my said attorney shall in my name legally do or cause to be done in and about the premises by virtue of these presents. In witness whereof, I have hereunto set my hand and seal, the day of in the year of our Lord , and in the year of the reign of our Sovereign, &c. of the United Kingdom of Great Britain and Ireland, &c.

A. B. (L. s.)

Sealed and delivered (being first duly stamped) in the presence of

To all to whom these presents shall come, I, A. B. of, &c. send greeting. Whereas E. F. of, &c. by bond or obligation in writing, under his hand and seal, bearing date, &c. became bound in the penal sum of £—— for the punctual payment to me, my executors, administrators, and assigns, of the sum of £—— on, &c. with interest for the same after the rate of £5 per cent. per annum, by equal half-yearly payments on, &c. [*or as the case may be*]. Now know ye, that I the said A. B. have made, deputed, constituted and appointed, and by these presents do make, depute, constitute, and appoint C. D. of, &c. my true and lawful attorney, for me and in my name to ask, demand, sue for, recover, and receive of and from the said E. F., his heirs, executors, and administrators, the said sum of £——, together with all and every such sum and sums of money as shall from time to time become

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Power to substitute other Attornies.

The like to One or more Attornies to receive Debts from a particular Person.

Letter of Attorney to receive Money due upon a Bond. (1)

(1) See Wilde's Sup. 2 vol. 118.

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due and payable upon, for, or in respect of the said bond : And upon payment thereof, or of any part thereof, good, sufficient, and proper receipts, acquittances, releases, and discharges to make and give for the same : And upon non-payment of the same, or any part thereof, to take, commence, execute, and prosecute for me, and in my name, all such powers, remedies, actions, suits, expedients, ways, and means for the recovering, receiving, obtaining, and getting in the said principal sum of £——, and all or any other sum and sums of money which shall or may be then due to me upon or by virtue of the said bond, as fully and effectually to all intents and purposes whatsoever as I myself could or might have taken, commenced, executed, and prosecuted, if personally present, and these presents had not been made ; and also from time to time to substitute and appoint one or more attorney or attorneys under him the said C. D. for all or any of the purposes aforesaid, as he shall see occasion or think fit. I the said A. B. hereby ratifying, and promising and agreeing from time to time, and at all times hereafter, to ratify and confirm all and whatsoever the said C. D. or his attorney or attorneys shall lawfully do or cause to be done in and concerning the premises by virtue of these presents. In witness, &c.

The like in a
more general
Form.

—— and receive of E. F. of, &c. the sum of due unto me in and by virtue of a bond or obligation bearing date the day of , and upon non-payment thereof, to have, use, and take all lawful ways and means in my name, or otherwise, for recovery of the same, by attachment, bill of plaint, arrest, or otherwise, and on receipt thereof, &c.

The like to re-
ceive Money
which is not be-
come due on a
Bond.

To all to whom, &c. I, A. B. of, &c. send greeting. Whereas C. D. of, &c. and E. F. of, &c. by their obligation, bearing date, &c. are and stand bound unto me the said A. B. in the sum of with condition for the payment of on the day of now next ensuing, as by the said obligation will more fully appear. Now know ye, that I the said A. B. have hereby made, ordained, authorized, constituted, and appointed G. H. of, &c. to be my true and lawful attorney, for me and in my name to demand and receive the said sum of at the time limited for the payment of the same ; and if the same shall not be then paid, to sue for and recover the sum of being the penalty of the said obligation ; and on receipt thereof, &c.

Power of Attor-
ney to receive
Monies of a par-
ticular Person.

Know all men by these presents, that I, A. B. of, &c. have named and constituted, and by these presents do name, appoint, and make my trusty friend, C. D. of, &c. my true and lawful attorney, for me and in my name and to my use to demand, sue for, recover, and receive of J. W. of, &c. the sum of £—— to me due and owing by and from the said J. W., giving and hereby granting unto my said attorney my full power and authority to use and exercise all such acts, things, and devices in the law as shall be necessary for recovering of the said debt, and acquittances or other discharges in my name to make and give, and generally to do and execute in the premises as fully as I myself might or could do being personally present ; ratifying, confirming, and allowing all and whatever my said attorney shall lawfully do or cause to be done therein by these presents. In witness whereof, I have hereunto set my hand and seal, this day of, &c.

A. B. (L. s.)

Sealed and delivered (being first
duly stamped) in the presence
of L. M.

Letter of Attor-
ney to receive

Know, &c. that I, A. B. of, &c. intending to go into and for some time to continue in parts beyond the seas, have made, ordained, authorized,

constituted, and appointed, and by these presents do make, ordain, authorize, constitute, nominate, and appoint C. D. of, &c. to be my true, certain, and lawful attorney, for me and in my name, and to and for my use and behoof, during such my continuance abroad, to demand, ask, and receive from and out of His Majesty's Exchequer, from the _____ day of _____ the yearly sum of £———, being after the rate of £——— quarterly, during the life of me the said A. B., according to an order granted unto me the said A. B. by the Lords of His Majesty's Treasury, &c. dated _____ day of _____, in pursuance of an act of parliament, intituled "An Act for relieving the American loyalists;" and upon receipt thereof, or any part thereof, sufficient acquittances, releases, and discharges for me and in my name, from time to time to make and give for the same; and further to do, execute, perform, and finish all and singular acts, matters, and things which shall be requisite and necessary touching and concerning the premises, as fully and effectually to all intents and purposes whatsoever as I the said A. B. might or could do in and about the same, being personally present; hereby ratifying, &c. In witness, &c.

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Money from the Exchequer.

Know, &c. we A. B. of, &c. C. D. of, &c. and E. F. of, &c. three of the directors of the _____ Assurance Company of London, on the behalf of the said _____ Assurance Company, being duly authorized for that purpose, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint Messrs. G. H. and I. K. of _____ to be our true and lawful attorney, giving and hereby granting them full power and lawful authority for us and in our names and on our behalf, and in the name and behalf of the said _____ Assurance Company, to underwrite and sign such policies of insurance against loss or damage by fire, as they the said G. H. and I. K. may judge for our interest and the interest of the said company, each policy not exceeding the sum of £——— on houses, furniture, warehouses, churches, chapels, and goods in warehouses, and also to insure against fire only ships building or repairing, or laid up in harbour in any river, dock, or port of the _____ of _____ in the _____ of _____; and for them the said G. H. and I. K. to regulate, adjust, settle, and pay all damages which may unfortunately happen by fire to any such houses, furniture, warehouses, churches, chapels, goods in warehouses, or ships, or other property by them so insured; likewise to compound and agree by arbitration or otherwise, as they the said G. H. and I. K. shall judge it expedient or advisable; also if necessary to appear before all lords, judges, and justices in any court or courts, office or offices at _____ aforesaid, or in any of the _____, there to do, say, pursue, and prosecute as occasion shall be or require; and generally for us the said A. B., C. D. and E. F., and in our names and on our behalf, and in the name and behalf of the said _____ Assurance Company of London, to do, transact, and perform all and every other thing and things, act and acts whatsoever, touching and concerning the premises above mentioned, as fully and effectually to all intents and purposes whatsoever as we the said A. B., C. D. and E. F. might or could do if personally present, hereby promising to ratify and confirm and hold for good and valid all and whatsoever they the said G. H. and I. K. shall legally and lawfully do or cause to be done in and about the premises by virtue of these presents. In witness, &c.

Letter of Attorney from the Directors of an Insurance Company to sign Policies of Insurance, &c.

Know, &c. that I, A. B. of, &c. intending to go into and continue in parts beyond the seas, &c. have nominated, &c. to be my true, certain, and lawful attorney, for me and in my name, and to and for my proper use and behoof, during such my continuance abroad, to demand, levy, sue for, recover, and receive, by all lawful ways and means whatsoever, of and from all

Letter of Attorney to receive Money due on any Bills of Exchange which may be remitted

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and receive Money due in Exchequer, Dividends in the Bank, East India Company and South Sea Company, and all other Debts, &c. and to pay Bills of Exchange drawn, &c.

and every person and persons whatsoever, whom it doth, shall, or may concern, as well all and every such sum or sums of money which shall or may become and grow due and payable to me by and upon all or any bill or bills of exchange which shall or may be remitted and sent to and for the account of me the said A. B., as also all and every or any such sum and sums of money which are or shall become and grow due and payable to me at His Majesty's Exchequer, for or upon account of any annuity or annuities, or any loans, tallies, or orders by virtue of any act or acts of parliament, or for any dividend or dividends for or in respect of any stock in the Bank of England, in the company of merchants trading to the East Indies, in the South Sea company, or any of them, or for or in respect of any other stock belonging to me in any other company, and likewise for me and in my name, and to and for my use, to demand, levy, sue for, recover, and receive all such other debts, dues, sum and sums of money, goods, effects, merchandizes, and things whatsoever which now are and which shall or may at any time or times hereafter become or grow due, owing, payable, or belonging to me the said A. B. upon or by virtue of any bond, bill or bills of exchange, or promissory note or notes, and also for me and on my behalf to accept and pay such bill or bills of exchange as shall be drawn or charged on me by any of my factors, agents, or correspondents, as occasion shall require, and generally to do, negotiate, and transact all matters and things necessary and requisite in the premises; and upon receipt or recovery of all or any other such sum and sums of money, annuities, dividends, debts, dues, goods, effects, and other things, or any of them, or any part thereof, sufficient acquittances, &c.; giving, &c.

The like to recover Goods mentioned in a Schedule, &c. and to remit the Money or consign the Effects.

Know, &c. that I, A. B. of, &c. widow and executrix of the last will and testament of J. B. late of, &c. have made and ordained, and by these presents do make, ordain, and in my place and stead put and constitute J. M. of, &c. to be my true, certain, and lawful attorney, for me and in my name, and to and for my use, to demand, levy, sue for, recover, and receive, by all lawful, &c. of and from E. W. of, &c. his heirs, executors, and administrators, and all person and persons whom it doth, &c. as well the several goods, merchandizes, and things mentioned and expressed in the inventory or particular thereof thereon indorsed, and which the said E. W. by receipt under his hand, dated, &c. acknowledged to have received of N. O. late master of the ship called The London, which receipt and the particular of the said goods mentioned to be received by the said E. W. of the said N. O., is delivered by the said A. B. to Z. L. master of the ship called The Hero, now forthwith bound to , to be delivered to the said J. M., and also all other goods, merchandizes, and things of and belonging to the said J. B. deceased; and upon receipt or recovery thereof, or any part thereof, from time to time to sell and dispose of the same at afore-said for the most profit and advantage that he can, and to remit the money arising by the sale thereof in one or more good bills or bill of exchange payable to me the said A. B. or my order in London for my use, or otherwise to invest the produce of the said goods in such other goods and merchandizes in as shall be for the best advantage of me the said A. B. and to return and consign the same to me the said A. B. or my assigns in London, which of them the said J. M. shall think fit, and for the most profit and advantage of the said A. B., he the said J. M. in either of the said cases first deducting thereout all necessary charges and expences in and about the premises, which I the said A. B. agree he shall and may deduct accordingly. And the said A. B. doth further empower the said J. M., if need be, to call to account and bring to a reckoning the said E. W. and all other person and persons concerned in the premises, and to transact, do, and perform all

other matters and things relating to the said premises, as fully as she herself might or could do if personally present: And upon receipt or recovery of the said goods, merchandizes, and things, or any part thereof, or any sum or sums of money on account thereof, to give sufficient receipt and discharge for the same; giving, &c.

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— of and from A.B. of, &c. executor of the last will and testament of C.D. late of, &c. and of all and every other person and persons whatsoever whom it doth, shall, or may concern, all that legacy or sum of £—— given and payable to me the said A. B. in and by the last will and testament of the said C. D. deceased, bearing date, &c. and all other sum and sums of money due and payable for and in respect of the said legacy; and upon receipt, &c. In witness, &c.

The like to receive a Legacy.

— appoint C. D. and E. F. of, &c. to be his true and lawful attornies, jointly or separately, general and special, giving, and by these presents granting, unto his said attornies free power and absolute authority to represent the person of him the said constituent, and in his name and to and for his use and behoof, to ask, demand, have, take, recover, and receive all inheritances, legacies, bequests, shares, interest, claims, or demands that shall or may already have any ways, by testament, last will, codicil or otherwise, been given, made, left, bequeathed or devolved, or shall or may hereafter from time to time be given, made, left, bequeathed or devolved, appertain or belong to him the said constituent, from all and every estates, effects, heirs, executors, administrators or assigns, or of and from whomsoever else it doth, shall, or may concern in ; and for whatever shall be received, proper acquittances, releases, and discharges for the same, or any part thereof, to give, sign, and execute, in the name of the said constituent, or otherwise: And further, also to inspect, examine, and search all wills, testaments, and codicils, also to administer, and all books, accounts, and writings to settle and liquidate, and, if required, any suit or suits at law or equity to bring and institute, and for that purpose to appear before all judges, justices, or ministers of the law of the place, and as the case shall or may require, there to proceed against all those whom it shall or may concern, and to seize, sequester, arrest, attach, imprison, and condemn, and out of prison again to deliver, giving and by these presents granting unto his said attornies full power and authority, in the name of him the said constituent or otherwise, to enter into, sign, seal, and execute all agreements, arrangements, or other acts requisite in the premises. And the said A. B. doth hereby authorize and empower the said C. D. and E. F. to substitute one or more attornies under them, and those again at pleasure to revoke; and generally to do every other act, matter, or thing as shall be necessary and requisite to be done, for the better and more effectual recovering and obtaining the right, interest, and claims of him the said constituent in the premises, in as full and ample a manner as he the said constituent might or could do if personally present. Hereby ratifying, &c.

The like to receive Legacies and Effects.

Know, &c. that I, A.B. of, &c. for divers good causes and considerations me hereunto moving, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint C.D. of, &c. my true and lawful attorney, for me and in my name to ask, demand, and receive of and from the Honourable the United Company of Merchants of England trading to the East Indies, or of and from their treasurer or paymaster, or other person or persons duly authorized to pay or deliver the same, or whom it shall or may concern [here set forth nature of A. B's claim] and upon nonpayment or

The like to demand and receive Principal's Claim upon East India Company.

Vol. III. Ch. III. ——— nondelivery thereof, for me and in my name to take and use all such lawful ways and means for the recovery thereof as I might or could do if I was personally present and did the same, and on payment or delivery thereof or any part thereof for me and in my name, or in his own name, to make and give proper receipts or other discharges for the same; and one or more substitute and substitutes under him to appoint, and again at pleasure to revoke; giving and hereby granting unto my said attorney and his substitute and substitutes my full and whole power and authority in the premises; hereby allowing, ratifying, and confirming all and whatsoever my said attorney and his substitute and substitutes shall lawfully do or cause to be done in and about the premises by virtue of these presents. In witness whereof I have hereunto set my hand and seal, this day of, &c.
A. B. (L. s.)

Sealed and delivered (being first duly stamped) in the presence of

The like to receive Money from the East India Company for Goods sold, &c.

—— of and from the Honorable United East India Company, or their treasurer, all such sum and sums of money as now are or shall hereafter become due from the said company unto me the said A. B., for or on account of the sale of , brought home by me in the ship called the , whereof J. M. esquire was commander, in my late voyage from , and sold by the said company at their sale commenced the day of , and now standing in the books or account of the said company in my name; and also all such sum and sums of money as now are or shall hereafter become due to me the said A. B. from the said company for and on account of the said sale of the said, &c.

Letter of Attorney from a Merchant to Two of his Clerks, to transact and manage Commercial Concerns.

—— my two clerks C. D. and E. F. of, &c. to be my true and lawful attorneys, jointly for me and in my name to transact and manage all business; also to open all letters of correspondence, to sign and answer the same, and to draw, accept, indorse, and pay all bills of exchange or other promissory notes; all monies to receive; acquittances for the same to give; also to draw and sign all orders and drafts for payment of money, as well on the cashiers of the Bank of England as on Messieurs G. H. and Co. of bankers, or on any other person or bankers where I the said A. B. shall keep cash; and further, also to settle, balance, and arrange all books and accounts; and generally to do every act, matter, and thing as the nature of the business of me the said A. B. may require. And I do hereby ratify, &c.

The like to execute a Deed of Composition, and to receive a Dividend.

—— to sign, seal, and execute an indenture of three parts, bearing date, &c. and made, or mentioned to be made, between C., D., and E. of, &c. creditors of F., and trustees for and on the behalf of other the creditors of the said F. of the first part, G. H. I. me the said A. K., &c. (and so on) creditors of the said F. of the second part, and the said F. of the third part; also for me, and in my name, and to and for my proper use and behoof, to demand and receive of and from the said C. D. and E. either or any of them, all monies due and payable to me upon or by virtue of the said indenture, as well for my share and dividend of the sum of £—— already received, and in the hands of the said C. D., some or one of them, of the estate and effects of the said F., or of so much thereof which shall hereafter be recovered and received in proportion to the debt of £—— owing to me by the said F. And I do hereby give and grant unto my said attorney, my full power and authority in and touching the premises, to do and perform all matters and

things for the recovery and receiving the monies due or which shall or may become due and payable to me by virtue of the said indenture, as fully as I myself might or could do if I were personally present. And I do hereby ratify and confirm such the execution of the said deed by the said I. M. as aforesaid, and all other legal acts and things which shall be by him done and performed in and to the premises, by virtue of these presents. In witness, &c.

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Know, &c. that we, A. B. of, &c. and C. D. of, &c. trustees nominated by and on the behalf of the creditors of E. F. and G. H. of, &c., and partners in and by a certain indenture of assignment dated on or about the day of now last past, have made, ordained, authorized, constituted, and appointed, and by these presents do make, ordain, authorize, constitute, and appoint, and in our place and stead put and depute the said E. F. and G. H. our true and lawful attornies, jointly for us, and in our names, and to and for our use and benefit, as trustees as aforesaid, to ask, demand, and receive of and from all and every person and persons whomsoever, all such debt and debts, sum and sums of money as are now outstanding, or are and shall be due and owing to the estate of the said E. F. and G. H., or to us as trustees as aforesaid, and upon receipt thereof, or of any part thereof, in our names as trustees as aforesaid, to make, sign, seal, execute, and deliver proper and sufficient acquittances, releases, or other discharges for the same; but it shall not be lawful for the said E. F. and G. H. to release or compound, or agree to accept any dividend for any debt or debts, sum or sums of money now due or hereafter to become due and owing to us, as trustees as aforesaid, nor to constitute or appoint any attorney or attornies under them without our special licence and consent, in writing, for that purpose first had and obtained; and the said E. F. and G. H. shall duly account to us the said A. B. and C. D., and shall thereupon immediately pay, or cause to be paid, in our joint names, into the hands of Messieurs L. M. and Co. of bankers, all such sum and sums of money which they the said E. F. and G. H. shall receive by virtue of these presents; and in default of such accounts being rendered, or such payments being made in manner aforesaid, these presents shall be absolutely void. And we the said A. B. and C. D. do hereby promise to ratify, &c.

Letter of Attorney from Trustees of Creditors of Estate, to enable Debtors to receive Debts due to the Estate.

To all to whom, &c. I, A. B. of, &c. send, greeting. Whereas a commission of bankrupt under the great seal of Great Britain hath been awarded and issued against C. D. of, &c.: And whereas the said C. D. is indebted to me in the sum of £——. Now know ye, that I the said A. B. have made, ordained, authorized, constituted, and appointed, and by these presents do make, ordain, authorize, constitute, and appoint E. F. of, &c. my true and lawful attorney, for me and in my name, place, and stead, to appear before the commissioners in and by the said commission named and authorized, or the major part of them, at Guildhall, in the city of London, or elsewhere, at the days and times appointed, or to be appointed, in the London Gazette, for the choice of assignees of the estate and effects of the said C. D., and then and there for me and in my name to vote in the choice of one or more assignee or assignees of the said bankrupt's estate and effects, as my said attorney or the commissioners and creditors then present shall think most fit and proper for the better management, getting in, and recovering and securing of the said estate and effects; and further to act, do, and perform all and whatsoever shall be needful and requisite to be done in and about or concerning the premises, as fully and amply to all intents and purposes as I might or could do were I personally present; I the said

Letter of Attorney from a Creditor, to vote in the Choice of Assignees.

Vol. III. Ch. III. A. B. hereby ratifying, confirming, and allowing, and agreeing to ratify, confirm, and allow, all and whatsoever my said attorney shall lawfully do or cause to be done by virtue of these presents. In witness, &c.

The like in another Form. (1)

Know, &c. that I, A. B. of, &c. one of the creditors of C. D. [*the addition of the bankrupt should be exactly as in the commission*] against whom a commission of bankrupt under the great seal of Great Britain hath been awarded and issued, and now in prosecution, and who have duly proved my debt under the said commission, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint E. F. of, &c. my true and lawful attorney, for me, and in my name, place, and stead to appear before the commissioners in and by the said commission named and authorized, or the major part of them, at Guildhall, London, or elsewhere, at the days and times appointed in the London Gazette, for the choice of assignees of the estate and effects of the said C. D., and then and there for me, and in my name, to consent with whom the monies to be received from time to time out of the said bankrupt's estate and effects shall remain until the same be divided; and also for me, and in my name, to vote in the choice of one or more assignee or assignees of the said bankrupt's estate and effects: And also, in case that I the said A. B. should happen to be chosen assignee under the said commission, at such meeting of the creditors of the said C. D., then as my attorney, and for me and in my name, to accept the said trust, and to execute a counterpart of the assignment to the commissioners; and further to act, do, and perform all and whatsoever be needful and requisite to be done, in, about, or concerning the premises. And I do hereby ratify, confirm, and allow all and whatsoever my said attorney shall lawfully do or cause to be done by virtue of these presents, and the authority hereby to him by me given. In witness, &c.

Letter of Attorney from Creditors of a Bankrupt, to receive their Dividends from the Assignees.

Know, &c. that we, A. B. of, &c. and C. D. of, &c. creditors of E. F. of, &c. [*the description as in the London Gazette*] the person against whom a commission of bankrupt under the great seal of Great Britain hath been awarded and issued, and now in prosecution, and who have duly proved our respective debts under the said commission, have made, ordained, authorized, constituted, and appointed, and by these presents do make, ordain, authorize, constitute, and appoint G. H. of, &c. to be our true and lawful attorney, for us and in our names respectively, and for our own proper uses and benefits respectively, to ask, demand, sue for, and receive of and from the assignee or assignees of the estate and effects of the said bankrupt, or whom else these presents do, shall, or may concern, all and every such sum and sums of money as now is or are, or which hereafter shall become due or payable to us the said A. B. and C. D. respectively, for our respective dividends or shares of the said bankrupts estates and effects on our said respective debts, duly proved under the said commission as aforesaid; and on receipt thereof for us, and in our respective names, to sign, seal, and deliver all and every such good and sufficient receipts, acquittances, releases, and discharges to the said assignee or assignees as shall and may be lawful, fit, and convenient to be executed; and generally to do all and every other lawful act and deed, matter and thing, in the law, for the better executing and discharging the power and authority hereby given, as fully and amply to all intents and purposes as we ourselves, or either of us, might or could do if personally present, and did the same; hereby ratifying, allowing, and confirming all and whatsoever our said attorney shall or may

(1) N.B. The letter of attorney should be accompanied with an affidavit of the due execution. See ante 14.

legally do or cause to be done in and about the premises, for the better executing the purposes aforesaid, by virtue of these presents. In witness, &c.

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Know, &c. that we, A.B. of, &c. and C.D. of, &c. creditors of E.F. of, &c. the person against whom a commission of bankrupt under the great seal of Great Britain hath been awarded and issued, and now in prosecution, and who have duly proved our respective debts under the said commission, have made, ordained, authorized, constituted, and appointed, and by these presents do make, ordain, authorize, constitute, and appoint, and in our place and stead, G.H. of, &c. to be our true and lawful attorney, for us, and in our names respectively, to vote in the choice of any new assignee or assignees of the said bankrupt's estate and effects, in case of any alteration or change of the present assignees : And also for us, and in our names, places, and steads respectively, to consent with whom the monies to be received from time to time out of the said bankrupt's estate and effects shall remain until the same be divided : And also for us, and in our names, places, and steads respectively, to consent to the commissioners in and by the said commission named and authorized, or the major part of them, signing a certificate for the said bankrupt's having the allowance and benefit given to bankrupts by an act of parliament passed in the fifth year of the reign of His Majesty King George the Second, intituled, " An act to prevent the committing of frauds by bankrupts ;" and that the said bankrupt may be discharged from his debts in pursuance of the said act : And also for us, and in our names respectively, to consent not only to the commencing of any suit or suits in law or equity by the assignee or assignees under the said commission touching the said bankrupt's estate, but also to the submitting of any dispute or difference between such assignee or assignees, or any other person or persons whatsoever, for or on account or by reason or means of any matter, cause, or thing whatsoever relating to the said bankrupt's estate or effects, and likewise to such assignee and assignees making any composition with any person or persons, debtors or persons liable to the said bankrupt, where the same shall appear necessary and reasonable : And also for us, and in our names, places, and steads respectively, and for our own proper uses and benefits respectively, to ask, demand, sue for, and receive from the assignee or assignees of the estate and effects of the said bankrupt, or whom else these presents do, shall, or may concern, all and every such sum and sums of money as now is or are, or which hereafter shall become due or payable to us the said A. B. and C. D. respectively, for our respective dividends or shares of the estate and effects of the said bankrupt on our said respective debts, duly proved under the said commission as aforesaid. And on receipt thereof, for us, and in our respective names, to sign, seal, execute, and deliver all and every such good and sufficient receipts, acquittances, releases, and discharges to the said assignees, as shall and may be lawful, fit, and convenient to be done ; and generally, &c. In witness, &c.

Letter of Attorney to sign Consent to the Commissioners certifying that the Bankrupt hath conformed, and to consent to Assignees commencing Suits in Equity, &c. and to receive Dividends.

— and to my use to sell, assign, and transfer — South Sea Stock, to which I am entitled, as by the books of the Company appears, or any part thereof, to such person or persons as shall buy and accept the same, at and for such price and in such manner as my said attorney shall think fit, and to receive the consideration money for the same ; and upon receipt thereof, acquittances and discharges for me, and in my name, or otherwise, to make, sign, and give. Hereby ratifying, &c.

Letter of Attorney to sell South Sea Stock.

Know, &c. that I, A.B. of, &c. have made, ordained, authorized, constituted, and appointed, and by these presents do make, ordain, authorize, constitute,

Letter of Attorney to accept East India Stock

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which shall at any time be transferred, and to receive Dividends, Interest, and Profits of the said Stock, and to transfer it back, if there should be occasion.

and appoint C. D. of, &c. to be my true and lawful attorney, for me and in my name, place, and stead, to accept of all such stock in the United Company of Merchants of England trading to the East Indies, which from time to time shall be transferred to me or for my use, from all or any person or persons whatsoever, and likewise for me and on my behalf, and to and for my own proper use, to demand and receive all such sum and sums of money, dividends, and profits, as shall from time to time become due and payable to me for and in respect of all such stock or interest which I have or shall hereafter have in the said Company; and upon receipt thereof, sufficient acquittances and discharges for me, and in my name, from time to time to make and give; likewise for me, and on my behalf, from time to time to transfer such stock in the said Company which now belongs, and is or shall at any time or times hereafter be transferred to me by purchase, or as security for money, or sale thereof, on payment of the money lent thereon, to such person or persons as occasion shall require, and to do and perform all other matters and things in and to the premises requisite and necessary, as fully as I myself might or could do were I personally present. And I do hereby ratify, confirm, and allow all and whatsoever my said attorney or his substitutes shall legally do or cause to be done in and touching the premises by virtue of these presents. In witness, &c.

Letter of Attorney to receive and recover Money from Underwriters.

Know, &c. that I, A. B. of, &c. send, greeting. Whereas I, the said A. B. have shipped or cause to be shipped in and upon a certain ship or vessel called the whereof C. D. is and then was master, the following goods and merchandizes, viz. which said goods and merchandizes were shipped on board the said vessel at and intended and destined for the port of in for which said voyage the said ship or vessel sailed on or about the day of now last past: And whereas I the said A. B. caused sundry policies of insurance to be underwrote by certain underwriters, for assuring the said goods and merchandizes so shipped on board the said ship or vessel from loss and damage by sea, as by the said policies of assurances, dated the day of , reference being thereunto had, will and may more fully and at large appear: And whereas the said ship or vessel was, by stress of weather, forced into and her said cargo is become spoiled, and totally damaged, and I the said A. B. have thereby sustained a loss to the full amount purporting to be assured in and by the said policies of assurance. Now I the said A. B. have made, ordained, nominated, constituted, and appointed, and by these presents do make, ordain, nominate, constitute, and appoint C. D. of, &c. my true and lawful attorney, for me and in my name, and for my use, to ask, demand, and recover of and from the underwriters and insurers who have signed and subscribed the said policies of insurance for insuring the said goods and merchandizes shipped by me the said A. B. on board the said ship or vessel called the or of and from their several and respective heirs, executors, or administrators, or whomsoever else it doth, shall, or may concern, the several sum and sums of money which I the said A. B. may be entitled to recover of and from the said underwriters or insurers, by virtue of the said policies of insurance by them respectively underwrote and signed, and assured from loss or damage by sea, and all such costs and charges which I or my said attorney may have been put to touching the premises; and in default of payment of the same, or any part or parcel thereof, for me the said A. B. and in my name to commence and prosecute with effect any action or actions, suit or suits, either at law or in equity, against the said insurers and underwriters who have subscribed and underwrote the said several policies of insurance, or their heirs, executors, or administrators, or whomsoever else it doth, shall, or may concern, for the recovery and en-

forcing the payment thereof, and every part thereof; and on payment of the said several sums so insured, or any part thereof, for me the said A.B. and in my name to give, sign, seal, and execute proper receipts, or other good and sufficient discharges; and also for me the said A. B. (if the said C. D. shall see it fitting) to compromise, conclude, and agree, by arbitration, the several and respective claims and demands which I the said A. B. have against the said insurers and underwriters by virtue of such policies of insurance; and generally for me the said A. B. and in my name to do, transact, and perform all and every other thing and things, act and acts whatsoever, touching and concerning the said policies of insurance, as fully and effectually to all intents and purposes whatsoever as I the said A. B. might or could do if personally present. Hereby ratifying, &c.

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Power to refer to Arbitration.

We, the several part-owners of the ship or vessel called the Justina, of the burthen of 300 tons or thereabouts, whereof R. B. is master, do by these presents order the said R. B. to fit out the said ship for such voyage to sea as he shall think fit; and we do hereby severally covenant and agree to pay and allow, out of the money in the hands and custody of the said R. B., our proportions of the charges of the said ship's outset, according to our parts therein; and we the said several part-owners do authorize, order, and empower, and by these presents do hereby fully authorize, order, and empower the said R. B. to let the said ship to freight, for such a voyage as he shall think fit, for our benefit and advantage; and we further covenant and agree, to and with the said R. B., each for himself only, and not jointly, nor one for the other, that each of us, according to our parts in the said ship, shall and will indemnify and save harmless the said R. B. from all seamen's wages that shall or may grow due for or on account of the said ship, for her intended voyage out and home, and all actions, suits, costs, charges, and damages by reason thereof. Witness, &c.

Letter of Attorney from Part Owners to a Master of a Ship, to fit her out, and let her to freight, they covenanting to indemnify him from Seamen's Wages.

By this public instrument of procuration or letter of attorney, be it known, that on this day of in the year of our Lord , before me J.M. of , notary public, by royal authority, duly admitted and sworn, and in the presence of the witnesses hereunder written, personally came and appeared C. D. of, &c., who declared to have made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint E. F. and G. H. of, &c. to be his true and lawful attorney and attornies, jointly and separately giving, and by these presents granting, unto his said attornies full power and absolute authority for him the said constituent, and in his name, to ask, demand, have, take, and receive of and from the commissioners appointed for the care of the cargo shipped and loaded on board the said ship, or whomsoever else it doth, shall, or may concern, all such sum and sums of money that may have been made by the sale and produce of the several goods shipped by him the said constituent on board the ship called the , whereof was master, on a voyage to , the particulars of which goods are mentioned in the invoices hereunto annexed, (and which said ship stranded on her voyage on the day of last); and for what shall be received by his attornies, or either of them, in the name of the said C. D., either as the consignor of the said goods, or as the underwriter or insurer thereof, full and sufficient receipts, acquittances, and discharges for the same to give, and upon non-payment thereof, or of any part thereof, for him the said constituent, and in his name, to commence and prosecute any action or actions, suit or suits in any courts of law or equity, and to use any other lawful or equitable ways and means for the recovery of the same and every part thereof, giving, &c.

Letter of Attorney to receive and recover Money arising from the Cargo of a Ship that has been stranded.

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Letter of Attorney to sell the Materials and Cargo of a Ship that has been stranded.

Know, &c. that I, A. B. of, &c. sole owner of the ship called the Lion of the burthen of six hundred tons or thereabouts, whereof C. D. was late master, which was stranded near _____, on the coast of _____, in her late voyage from Leghorn, have made, &c. ; and, &c. do, &c. the said J. M. to be my true and lawful attorney, for me, and in my name, and on my behalf, and to and for my use, to sell and dispose as well of the tackle and other materials belonging to the said ship, as of such part of the cargo on board her which was saved upon her being stranded as aforesaid, at and for the best price that can be got for the same ; and thereupon, if need be, to seal and execute a bill or bills of sale, assignments, or other deeds and writings, for perfecting and confirming the sale thereof, as the law of that country shall require, or that shall in that behalf be requisite and necessary ; and upon receipt of the money which the said premises, or any part thereof, shall be sold for, to give sufficient receipts and discharges for the same ; and to do all other matters and things in and about the premises, as fully, &c. And I do hereby ratify, &c.

Letter of Attorney from a Part Owner to receive Dividends of Freight.

_____ to demand, levy, sue, &c. of and from all person or persons whom it doth or may concern, all such sum or sums of money which now are and shall grow due to me as my dividend for and in respect of my parts of and in the ships Samuel and Jane and Charming Esther, for freights or otherwise ; and upon receipt thereof, &c.

Letter of Attorney to receive the Freight of a Ship for the use of the Receiver and the rest of the Part Owners.

Know, &c. that I, A. B. of, &c. master of the ship or vessel called the Justina, of the burthen of three hundred tons or thereabouts, have made, &c. C. D. of, &c., part owner of the said ship, to be my true and lawful attorney, for me and in my name, or otherwise, and for my use and the rest of the part owners of the said ship, to demand, levy, &c. by all lawful, &c. of and from G. and H. of Loudon, merchants, their executors and administrators, and either and every of them, and all others whom it doth or shall concern, all such sum or sums of money which are now due, owing, and payable by and from them, or either of them, as freight or otherwise, for or in respect of any goods or merchandizes imported in the said ship in her late voyage from the island of Martinique, by virtue of a charterparty dated, &c. or otherwise howsoever ; and upon receipt or recovery of all or any such sum or sums of money, or any part thereof, to give sufficient receipts and discharges for the same. Giving, &c.

Letter of Attorney from Part Owners, to take possession of a Ship taken by the French, and retaken, and to recover her from her caption in any Court, &c. but if they cannot recover her from her caption, then empowering them to purchase her, and covenant to pay their Proportions of her, and all Charges.

To all, &c. We who have hereunto set our hands and seals, late part owners of the ship or vessel called the Lion, of the burthen of 600 tons or thereabouts, A. B. late master, send greeting. Whereas the said ship was, on or about the, &c. taken by a French privateer, and afterwards retaken by a privateer belonging to _____, and carried and still is retained in that port : Now know ye, that we the said part owners do hereby request, order, empower, and authorize C. D. and E. F. of, &c. jointly and severally by him or them, his or their agents or substitutes, for us, and in our names, and on our behalf, to demand, make claim, and to use and take all legal ways and means for the recovery, releasing, and discharging the said ship, with her appurtenances, from the caption as aforesaid, in all or any court or courts or other place or places, and to act, do, and perform all matters and things therein and relating thereunto, as fully as we ourselves might or could do if personally present. And we do hereby ratify and confirm all and whatsoever the said C. D. and E. F., or his or their agents or substitutes, jointly or severally, shall lawfully do or procure, or otherwise cause to be done, in and touching the premises. We do further hereby request, authorize, order, and empower the said A. B. and C. D., jointly and severally, for us,

and on our behalves, according to our parts in the said ship, to contract, agree for, buy, and purchase the said ship, with her appurtenances, at and for such rate and price as the same can be bought for, and as they or either of them shall think fit. And each of us the said part owners do hereby covenant and agree, for ourselves, our executors and administrators, severally and respectively, and not jointly nor one for the other, to and with the said A. B. and C. D. their executors and administrators, jointly and severally, that every of us the said part owners shall and will, upon demand, pay or cause to be paid unto the said C. D. and E. F. a proportionable part and share, according to our late shares in the said ship, of all such sum and sums of money, charges, and disbursements as shall be by them or either of them either disbursed, contracted, agreed, or paid for the buying, purchasing, or releasing the said ship from her caption as aforesaid, or in or about the claiming, demanding, or procuring the discharge thereof, in all or any court or courts, or any other place or places, and of all other charges whatsoever in, about, or concerning the said ship and premises as aforesaid. In witness, &c.

— appoint and in my stead and place put C. D. of , my true and lawful attorney, for me, and in my name, and for my use, and on my behalf, to sell, either by public auction or private contract, as my attorney shall see best, all, &c. for the best price or prices that can be had or gotten for the same, and also for me, and in my name, and on my behalf, to enter into any contract or contracts for the same with any person or persons who shall agree to be the purchaser or purchasers thereof; and generally to do, execute, and perform all and every matter and thing which shall be requisite and necessary to be done for the sale of the said, &c. and confirming the same to the purchaser or purchasers thereof, as fully and effectually to all intents and purposes as if I were personally present and did the same; hereby ratifying, &c.

Power to sell
Estates.

Know all men by these presents, that I A. B. do hereby constitute and appoint C. D. my true and lawful attorney, for me and in my name to receive from the Right Honourable E. F. paymaster general of His Majesty's forces, or the paymaster general for the time being, or any other person or persons whom it may concern, all such half pay as is or shall from time to time become due and payable to me, a reduced of the late ; and his receipt or discharge shall be sufficient as my own. In witness whereof I have hereunto set my hand and seal the day of in the year of the reign of our Sovereign Lord by the grace of God of the United Kingdom of Great Britain and Ireland King, defender of the faith and so forth, and in the year of our Lord one thousand eight hundred and

Power of Attorney to receive
Half Pay.

Signed, sealed and delivered (being first
duly stamped) in the presence of .

I, the under-written A. B. having entered as a in the ship whereof captain is commander, now outward bound on a voyage to the East Indies, do hereby request and desire, that during my absence in the said service you will pay to two months pay of my wages yearly, as the same shall grow due unto me during

Authority to pay
a Portion of Sea-
man's Wages
during his Ab-
sence.

Vol. III. Ch. III. the whole time of my said absence ; and the receipt of the said shall
 be a good and effectual discharge to you for such payment, and shall be
 allowed by me ; as witness my hand, this day of

A. B.

At per month.

Witness,

To Charles Thomas Coggan, esq. paymaster of
 seamen's wages employed in the Honourable
 the East India Company's service, and to the
 paymaster for the time being of the said
 Company.

Power of Attor-
 ney to recover a
 Debt at Calcutta,
 and Proceedings
 thereon. (1)

No. 1.
 Affidavit by a
 Bankrupt, sworn
 before the Lord
 Mayor of Lon-
 don, of a Debt
 due to his As-
 signees, so as to
 support Pro-
 ceedings abroad
 against the
 Debtor.

London } A. B. of Paddington Street, Mary-le-bone, in the county of
 (to wit.) } Middlesex, coachmaker, maketh oath and saith, that C. D. late of,
 &c. but now of Calcutta, is justly and truly indebted to E. F. and
 G. H. as assignees chosen under a commission of bankrupt, lately issued
 against this deponent and J. W. his copartner in trade, in the sum of £100
 of lawful British money, upon and by virtue of, &c. [state the debt as usual
 in an affidavit to hold to bail] : And this deponent further saith, that the
 account hereunto annexed is a just and true account of the debt due to the
 said E. F. and G. H. as assignees as aforesaid, from the said C. D. ; and
 that the said two bills of exchange were given by the said C. D. to this de-
 ponent and his said copartner, in part payment of the said demand : And
 this deponent further saith, that no tender or offer hath been made to pay
 the said sum of £100, or any part thereof, in any note or notes of the Go-
 vernor and Company of the Bank of England expressed to be payable on
 demand.

A. B.

Sworn this 28th day of December 1812,
 before me, in London,
 GEO. SCHOLEY, Mayor.

No. 2.
 The Account an-
 nexed thereto.

C. D. Esq.

To the assignees of A. B. and J. W. Ds.

					£	s.	d.
1809. Dec. 2.	To cash lent	-	-	-	5	0	0
29.	To do.	-	-	-	2	0	0

[&c. state account as usual.]

No. 3.
 Oath of the Ap-
 prentice of the
 Bankrupts, as to
 correctness of
 the Account, and
 forwarding the
 Carriage therein
 mentioned.

I. K. of, &c. late apprentice to A. B. and J. W. of Paddington Street,
 Mary-le-bone, in the county of Middlesex, coachmakers, maketh oath and
 saith, that the annexed account is a just and true copy of an account against
 C. D. taken from the ledger of the said A. B. and J. W., except as to the
 last item (in which in the said ledger the interest is there computed to the
 28th day of October 1811 only), and also in the sum total of the said ac-
 count, the said interest being omitted, in order that the same may be com-
 puted to the day of payment. And this deponent further saith, that the
 said carriage in the said account specified, and the money there paid by the
 said A. B. and J. W., was made by them, and the money paid by the
 directions of the said C. D. And this deponent further saith, that the said

(1) The following eight forms all relate to the same power of attorney, and are essential documents. See ante, 1 vol. 650, note 4. and law and precedents there referred to.

carriage, and the several articles in the annexed account specified, were duly forwarded to India by the said A. B. and J. W. by the directions of the said C. D., and were duly put on board the Honourable Company's ship the General Wellesley, Captain D. C., by this deponent. And this deponent further saith, that the annexed bill of lading was received by this deponent at the time he so shipped the said articles on board the said General Wellesley.

J. K.

Sworn this 28th day of December 1812,
before me, in London,
GEO. SCHOLEY, Mayor.

[Then followed the bill of lading of the goods consigned to defendant, and then another copy of account from ledger.]

Nos. 4. and 5.
Bill of Lading,
and another Account.

To all to whom, &c. We, E. F. of, &c., G. H. of, &c., I. K. of, &c. send, greeting. Whereas a commission of bankruptcy under the great seal of Great Britain hath lately issued against A. B. and J. W. of, &c. bearing date at Westminster the day of , and directed to O. P., Q. R., and S. T., commissioners therein named, upon which said commission the said A. B. and J. W. were duly found and declared bankrupts: And whereas by indenture of assignment bearing date, &c. and made between H. P., provisional assignee therein described of the first part, O. P., &c. esquires of the second part, and us the said E. F., G. H., and I. K.; all and singular the goods, wares, and chattels, debts, sum and sums of money, and all other the personal estate whatsoever of the said A. B. and J. W. were duly assigned to us, to hold the same unto the said E. F., &c. our executors, administrators, and assigns, in trust, for the use, benefit, and advantage of all the creditors of the said A. B. and J. W. who had then already sought and should thereafter in due time come in and seek relief under the said commission: And whereas it appears by the books of accounts and statements of the said bankrupts, that C. D. formerly of, &c. but now Lieutenant in the Honourable the East India Company's 11th Regiment of Native Infantry in Bengal, was indebted to the said A. B. and J. W. at the time they became bankrupts, and still is indebted to us the said E. F., &c. as such assignees as aforesaid, in the sum of £——— or thereabouts, together with an arrear of interest upon part of the said debt. Now know ye, &c. and these presents witness, that for divers good causes and considerations thereunto moving, we the said E. F., &c. as such assignees as aforesaid, have made, nominated, substituted, and appointed, and by these presents do make, nominate, substitute, and appoint J. P., O. M., and W. H., of Calcutta, in the East Indies, esquires, our and each of our true and lawful attorneys and attorney, for us and in our names, and in the name of the said A. B. and J. W., or otherwise, to ask, demand, sue for, and recover and receive, and to take all or any lawful and equitable means for recovering and receiving of and from the said C. D., and of and from all and every other person or persons concerned, all and every such sum and sums of money as he the said C. D. owes or is indebted unto the estate of the said A. B. and J. W., or to us as their assignees as aforesaid, together with interest thereon, if demandable or recoverable; and also all such goods, wares, and merchandizes as he is possessed of belonging unto the estate of the said A. B. and J. W., or to us as their assignees as aforesaid; and if the said goods, wares, and merchandizes, or any part thereof, are or is now sold and disposed of, or

No. 6.
Power of Attorney by Assignees of a Bankrupt to Three Persons at Calcutta to receive a Debt there from a Debtor to the Estate, with other Powers.

Vol. III. Ch. III. shall hereafter be sold and disposed of, then to ask, demand, sue for, recover, and receive, and to take all and any equitable means, courses, and expedients for recovering and receiving of and from the said C. D. and every other person whomsoever; and the produce and proceeds of the said goods, wares, and merchandizes, or of so much and such part thereof as have already been sold and disposed of, and may hereafter be sold and disposed of; and upon receipt or recovery thereof, or of any part thereof respectively, to make, give, sign, seal, and execute unto the said C. D., or unto the person or persons paying and delivering the same, good and sufficient releases, acquittances, receipts, and discharges for the same, and also for us and in our names otherwise to settle and finally adjust any account or reckoning which now is and which hereafter may be subsisting between us as assignees as aforesaid, or any other person or persons whomsoever, touching or relating to the matters; and for that purpose if our said attornies, jointly or severally, shall deem the same proper and expedient, to submit any such account or reckoning, or any matter or thing relating thereto, to arbitration, in such manner and form as our said attornies, jointly and severally, shall think necessary, and to observe, perform, and obey any award which may be made therein, in such manner and form as our said attornies, jointly or severally, may deem advisable. And we do declare, that it shall and may be lawful for our said attornies, jointly or severally, if they or either or any of them shall think necessary, to give any reasonable day or days for the payment or delivery of the sum and sums of money, goods, wares, and merchandises, or any part thereof, and to compound for the same, or take less than the whole in full discharge thereof, and to take such securities for the payment and delivery as can reasonably be obtained, and also for us, as assignees as aforesaid, and in our names, or in the names of the said A. B. and J. W., or otherwise to commence, prosecute, and defend such action or actions, and to proceed to judgment therein and examination thereof, and also to take and use all such ways, causes, and remedies for recovering, receiving, and obtaining the said sum and sums of money, goods, wares, and merchandises, and each and every of them, as our said attornies, jointly and severally, shall conceive or be advised is meet and necessary, and to appear and act in any court or courts of judicature, or other places whatsoever, respecting the premises, and to arrest, seize, and imprison the said C. D. and the said other person or persons, and to take, distrain, seize, sequester, and attach his or their lands, tenements, goods, and chattels, in order to enforce and procure the payment and delivery of the said sum and sums of money, goods, wares, and merchandises, and to proceed therewith by sale or otherwise to the due course of law, and to release and discharge the same as to our said attornies, jointly or severally, shall appear to be reasonable and necessary; and generally for us, as assignees as aforesaid, and in our names, or in the names of the said A. B. and J. W., or otherwise, to do and perform all needful and necessary acts, matters, and things whatsoever relating to or in anywise concerning the said premises, for effectuating all, any, or either of the purposes of these presents, as fully and effectually to all intents and purposes as we, as assignees as aforesaid, might or could do if personally present doing the same. And we, as assignees as aforesaid, do hereby give and grant unto our said attornies, jointly and severally, our full power and authority to act in these premises, and to appoint one or more substitutes to act under them, any or either of them, as they, any or either of them, may think proper for the purposes aforesaid, and at their or any or either of their free will and pleasure, from time to time revoke such substitution and appointment as they, any or either of them, shall be advised; and we, as assignees as aforesaid, do hereby promise to ratify and confirm, and to hold as ratified and confirmed, all and whatsoever our said attornies,

Power to refer
to Arbitration.

Power to give
Time, and com-
pound.

Power to bring
and defend
Actions, &c.

Power to appoint
another At-
torney in lieu.

jointly or severally, or their, any, or either of their substitute or substitutes, shall lawfully do or cause to be done in and about the premises, by virtue of these presents. In witness whereof we the said E. F., &c. have hereunto set and put our hands and seals, the 1st day of January 1813.

Sealed (and being first duly stamped)
in the presence of, A. Z.
B. X.

E. F. (L. s.)
G. H. (L. s.)
I. K. (L. s.)

I, John Venn, of London, notary public, by royal authority, duly admitted and sworn, do hereby certify and attest unto all whom it may concern, that the signature, George Scholey, set and subscribed to the jurat at foot of each of the two affidavits hereunto annexed, Nos. 1 and 3, is the true signature, and of the proper handwriting of the Right Honourable George Scholey, Lord Mayor for the time being, and one of His Majesty's justices of the peace in and for the City of London, who, on the day of the dates of the said jurats, administered oath according to due form of law, in presence of a notary, unto A. B. and I. K., the deponents in the said annexed affidavits named, and thereupon signed the said jurats in conformity, in manner as thereby appears; and I, the said notary, do further certify and attest, that the signatures E. F., G. H., and I. K., set and subscribed to the procuration or letter of attorney hereunto likewise annexed, No. 6, are the respective true signatures, and of the proper handwriting of E. F. of, &c., G. H. of, &c., and I. K. of, &c., assignees of the estate and effects of A. B. and J. W., of, &c., coachmakers, bankrupts, who, in my presence, severally signed, sealed, and as their and each of their act and deed, duly executed and delivered the said annexed procuration or letter of attorney, unto and in favour of J. P. of Calcutta, in the East Indies, esquire, jointly and severally, to and for the uses, intents, and purposes therein mentioned and set forth; whereof an act being of me notary required, I have granted this under my notarial firm and seal of office, to serve and avail where needful. Thus done and passed in London, the 4th day of January 1813.

Quod attestor,

(L. s.)

JOHN VENN, Notary Public.

James Cobb, assistant secretary to the Honourable United Company of Merchants of England trading to the East Indies, doth hereby certify unto whomsoever it may concern, that John Venn, who hath passed and signed the foregoing act, is a sworn notary public practising in this city, and that to all instruments, acts, and writings by him passed and signed, full faith and credit are and ought to be given in judicature and thereout. In witness whereof he hath hereunto set his hand, in London, this 7th day of January 1813.

JAMES COBB.

And to the intent that these presents may be duly recorded and registered, and take effect according to the laws of the island of Trinidad, the said A. hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said B. and C., jointly and severally, to be his true and lawful attornies and attorney for him, and in his name to appear before the secretary or registrar of the island of Trinidad, or his lawful deputy, or any other proper officer of the said island of Trinidad, to acknowledge these presents to be the act and deed of him the said A., and further, to do and perform every or any other act, matter, or thing in

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[D]

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No. 7.
Certificate of
Notary Public,
that Party be-
fore whom Affi-
davits were
sworn is Lord
Mayor of Lon-
don, and a Jus-
tice of Peace;
and that the
other Signatures
are genuine.

No. 8.
Certificate of
Officer of East
India Company,
that Party is a
Notary Public,
&c.

Power of Attor-
ney to record
and register
Deeds in Trini-
dad.

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And allow to
Agent Commis-
sion on Sale.

A Salary for
Trouble.

Not to appoint
other Agents.

Covenant by
Agent to be
faithful to Prin-
cipals.

To pay over Re-
ceipts once a
Year;

and deliver up
Goods unsold at
the End of the
Term.

Will not, without
Consent, give
Credit beyond a
certain Amount;

them, shall and will from time to time consign, supply, and deliver, or cause to be consigned, supplied, and delivered, at their own costs and expence, unto the said E. F., his executors, administrators, or assigns, with as little delay as may be, after notice in writing shall be given to them, under the hand of the said E. F., his executors, administrators, or assigns, so much and such quantities and sorts or kinds of the said goods and merchandizes as he the said E. F., his executors, administrators, or assigns, shall from time to time require; and shall and will allow and pay, or cause to be allowed and paid unto him the said E. F., his executors, administrators, and assigns, the sum of £—— for every £100 worth of the said wares and manufactures as shall be by him vended or disposed of, for or on account of the said A. B. and C. D., their executors, administrators, or assigns, or any or either of them, and so in proportion for any less sum or amount than £100; and also the annual sum of £—— as recompence for his time and trouble during the subsistence of the present agreement, and for the payment whereof, if in arrear, all the goods and manufactures of the said A. B. and C. D. shall be chargeable: And further, that they the said A. B. and C. D., their executors, administrators, or assigns, or any or either of them, their or any or either of their clerks or servants, shall not nor will within the said time or period of seven years, to be computed as aforesaid, without the consent in writing of the said E. F., his executors, administrators, or assigns, first had for that purpose, take or execute any order for supplying or furnishing, nor shall nor will supply or furnish with, &c. work or other the manufactures aforesaid, any person or persons whomsoever who shall reside in the town of aforesaid, or within the space or distance of five miles therefrom, other than and except him the said E. F., his executors, administrators, and assigns: And the said E. F. doth hereby, for himself, his heirs, executors, and administrators, further covenant and agree with and to the said A. B. and C. D., and every of them, and their respective executors, administrators, and assigns, that he the said E. F. shall and will at all times during the said term of seven years, be true and faithful unto the said A. B. and C. D. and every of them, and their respective executors, administrators, and assigns, in and about the vending and disposing of the said goods, merchandizes, and things aforesaid in all things, and act therein to the best of his ability, knowledge, and judgment, and also be true and faithful in and concerning all receipts, payments, accounts, matters, and things whatsoever by him or them made, had, entered into, transacted, settled, or done, relative to the premises aforesaid, or any of them; and shall and will, on the day of in every year, account with and pay over unto them the said A. B. and C. D., their respective executors, administrators, or assigns, all sums of money, bills, notes, and securities which shall have been received by or come to the hands of him the said E. F., his executors, administrators, or assigns, by all and every or any such sale or disposition of the said goods and merchandizes; and at the end or other sooner determination of the said term of seven years, deliver up all such goods and merchandizes as shall then remain unsold, or be in his or their custody, unto the said A. B. and C. D., their executors, administrators, or assigns, or such person or persons as they or the survivors of them, his executors, administrators, or assigns, shall, in writing under his or their hand or respective hands, direct in that behalf: And further, that he the said E. F., his executors, administrators, or assigns, shall not nor will give credit for, or direct to be sold and delivered upon trust or credit, any of the goods, wares, and articles of merchandizes aforesaid, exceeding the value of £—— to any person or persons whomsoever, without the consent in writing of the said A. B. and C. D. or some or one of them, first obtained for that purpose; nor shall nor will sell or contract, or sell or deliver, or cause, direct, or order to be sold or delivered, upon trust or credit as aforesaid, any such

goods, wares, commodities, and articles of merchandizes whatsoever, how-
ever small the value or price thereof may be, to any person or persons whom-
soever whom they the said A. B. and C. D., or any or either of them,
shall have previously forbidden in writing to be credited or trusted: And
further, that he the said E. F., shall not nor will, unless by the authority of
the said A. B. and C. D., their executors, administrators, or assigns, or
some or one of them, under his or their hand or respective hands first ob-
tained for that purpose, release, compound, or give acquittance for any sum
of money, debt, security, or obligation, nor release nor discontinue any
action, &c.

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nor compound
Debits, &c.

Articles of Agreement indented, made, concluded, and fully agreed
on, this 1st day of January, A. R. George 4. &c., and in the year,
&c., between A. B. of, &c., of the one part, and C. D. of, &c., of
the other part.

Agreement for
employing an
Insurance
Broker.

Whereas the said C. D. is an insurance broker, residing at afore-
said: And whereas the said A. B. is desirous of becoming an underwriter
or insurer of ships or vessels, and of merchandize on board ships or ves-
sels, and of employing the said C. D. as his broker or agent, for the purpose
of making and effecting such insurances, and for receiving the premiums of
insurance, under and subject to the terms and agreements herein-after
contained:

First, the said A. B. doth hereby agree with the said C. D., that it shall
or may be lawful to and for the said C. D., until orders or notice to the
contrary, to act as the agent or broker of the said A. B., and to use the
name and engage the credit of the said A. B., as an insurer or underwriter
of any sum or sums of money not exceeding £—— on any ship or vessel,
or goods and merchandizes in any ship or vessel, so as the responsibility of
the said A. B. on any one risk, either on a ship or vessel, or goods or mer-
chandize in a ship or vessel, or both jointly or separately, may not exceed
the sum of £—— at one and the same time, and so as the name of the
said A. B., as an insurer or underwriter, shall be used as to such ships or
vessels, goods or merchandizes only on which such insurances shall be
transacted at the office or house of business of the said C. D. in the regular
and ordinary course of his business as an insurance broker, and on such
risks only as are insurable in the common and ordinary course of business,
(that is to say), at a premium not exceeding £—— per centum on the
sum insured: And that for the purpose of making such insurance as afore-
said, it shall and may be lawful to and for the said C. D. to use the name
and act as the attorney of the said A. B., and to sign, seal, and deliver any
policy or policies of insurance in the name, and as the act and deed, of
the said A. B., and to receive and give acquittances and discharges for any
premium or premiums which shall be payable for or in respect of any in-
surance to be made from time to time in the name and on the account of
the said A. B.: And that he, the said A. B., shall and will, yearly and every
year, on the day of , and in that proportion for
any less time than a year, give and allow to the said C. D. a salary of
£—— of lawful money of Great Britain, as long, and so long, and during
such time as he shall be employed by the said A. B. as his broker under
or by virtue of these presents.

Underwriter au-
thorizes Broker
to act as his
Agent, and use
his Name and
Credit, under
certain Condi-
tions.To execute Po-
licies, and give
Acquittances for
Premiums.And to allow
Broker a Salary.

Secondly, the said C. D. doth hereby agree with the said A. B., that he
the said C. D. shall not nor will, at any time while employed by the said
A. B. as his broker under or by virtue of these presents, engage the name or
responsibility of the said A. B. for any sum exceeding £—— on any one
risk on one and the same ship or vessel, or goods or merchandizes in the
same ship or vessel, jointly or separately, or on any risk on which the pre-

Agreement by
Broker not to
engage Under-
writer's Credit
beyond a certain
Sum, and under
other Conditions.

Vol. III. Ch. III. sales thereof, or of any part thereof, as shall be requisite and necessary in that behalf; and upon receipt of the monies arising from such sale or sales, to give sufficient releases, acquittances, and discharges for the same. And I do hereby ratify and confirm all and whatsoever my said attornies jointly, or either of them severally, shall legally do, or procure or cause to be done, in and touching the premises. And I, the said A., for myself, my heirs, executors, and administrators, do hereby covenant and agree to and with the said C. and D., their heirs, executors, and administrators, jointly and severally, that I, the said A., my heirs, executors, and administrators, shall and will, at all times hereafter, upon request, make, do, execute, and perform all or any such further acts, deeds, or things for the better perfecting and confirming of any such sale or sales of the said premises, or any part thereof as aforesaid, as shall be reasonably advised, devised, or required. In witness, &c.

Letter of Attorney to enter into and take Possession of a Plantation lately bought, and to manage all Affairs therein.

— to enter into and take possession by all lawful ways and means whatsoever of a certain plantation called by the name of, &c. and lying, &c. and all other my plantations in, &c. aforesaid, with all the houses, buildings, lands, negroes, servants, coppers, utensils, and other the appurtenances and things thereunto belonging or appertaining, which I lately bought and purchased of, &c. And for me, &c. to demand, levy, &c., from all whom it doth or may concern, all such sum or sums of money, goods, and things whatsoever, as are now due, and which may or shall grow due, payable or belonging to me, by, from, or in respect of the said premises, either for rent or otherwise, by any ways or means whatsoever or howsoever. And also to place or displace any of my clerks or servants of and in the said plantation and premises as he shall see needful, and for my benefit and advantage; and generally to do, transact, manage and perform all other matters, business, affairs, and things whatsoever relating to the said premises, as fully as I myself might or could do were I personally present. And upon receipt thereof, or any part thereof, acquittances, or any other sufficient discharges for the same for me and in my name to make, seal, and deliver. I hereby ratifying, &c. In witness, &c.

Letter from an Executor to manage Affairs, and to receive Debts, &c. in the West Indies.

By this public instrument of procuration or letter of attorney, be it known to all whom it may concern, that on this day of in the year of our Lord 18 , before me, I. M. of notary public, by royal authority, duly admitted and sworn, and in the presence of the witnesses herein-after mentioned, personally came and appeared A. B. of, &c. who exhibited the annexed probate of the last will and testament of E. F. formerly of in the island of but late of and also did then and there as executor named and appointed in and by the said last will and testament of the said E. F. (he having been duly qualified to act as such by due form of law), in the presence of me the said notary and witness, declare to have, as executor of the said E. F., made, ordained, nominated, constituted, and appointed, and by these presents doth make, ordain, nominate, constitute, and appoint C. D. of, &c. his the said A. B.'s executor as aforesaid true and lawful attorney, and in his name, place, and stead to transact, manage, and conduct all the affairs, matters, and concerns of and belonging to the said E. F., or of and to which he the said E. F. was in his life-time interested in, or of and to which his heirs, executors, or assigns now are interested in, and for him the said C. D., to and for and in the name of the said appearer A. B. as executor to the said E. F. as aforesaid, to ask, demand, sue for, recover, and receive of and from G. H. of in the said island of and of and from all and

every other person and persons whom it doth, shall, or may concern, at in the island of or at any other island or islands in the West Indies; all such sum and sums of money whatsoever which now are due and owing, or which shall hereafter become due or owing to the estate of the said E.F., and for him the said C.D. in the name of the said A.B., as executor of the said E.F. as aforesaid, to take into his possession, custody, and power all effects, goods, and chattels of and belonging to the estate of the said E.F. and also to compel, by due course of law, all persons who shall or may have any of the effects, goods, and chattels of or belonging to the estate of the said E.F. to deliver up the same. And also for him the said C. D. for and in the name of the said A. B. as executor as aforesaid, to ask, demand, sue for, recover, and receive of and from the representatives, heirs, executors, or administrators of all or any such person or persons as aforesaid, all such debts, dues, sum and sums of money whatsoever, which now are due and owing to the estate of the said E. F., upon or by virtue of any bond, bill, note, deed, or other kind of security whatsoever, or on the balance of any account or accounts, or upon any other ways and means whatsoever, and to settle, allow, and adjust their respective accounts, as to the said C. D. shall seem meet, and also to compound for the same, and to accept a part for the whole, if need be; and upon receipt of any such sum and sums of money, effects, goods, or chattels paid to the said C. D. for the use of the said A. B. as executor as aforesaid, to transmit the same as soon as convenient may be, by such ways and means as he the said C.D. in his discretion shall think proper; and also for him the said A. B., and in his name, as executor aforesaid, to give, sign, seal, and execute good and sufficient releases, and full and effectual receipts, acquittances, and discharges for the same; and upon non-payment thereof, or upon refusal, default of payment or delay to bring in, adjust, and settle such accounts, he the said A. B., as executor as aforesaid, doth hereby fully authorize and empower the said C. D. for him the said A. B. and in his name as executor as aforesaid, to commence and prosecute any action or actions, suit or suits in any of the courts of law or equity in the island of aforesaid, or in any other island or islands in the West Indies, and to use any other lawful or equitable ways and means for the recovery of any sum or sums of money, goods, chattels, or effects of and belonging to the estate of the said E. F. or for the bringing any person or persons to answer for the settling or adjusting of their respective accounts. And he the said A. B., as executor as aforesaid, doth hereby further authorize and empower the said C. D. for and in the name of the said A. B. as executor as aforesaid, and as his act and deed, as executor as aforesaid, to make, sign, seal, deliver, and execute any deed or instrument whatsoever, which to the said C. D. shall seem just and equitable, touching or concerning, or which may in any way relate to the discharging any person or persons whomsoever, on whom he the said E. F. in his life-time had any claim or demand, or to which the said A. B. as executor of the said E. F. now hath upon such person or persons, or upon such estates, effects, goods, or chattels. And the said A. B., as executor as aforesaid, doth hereby authorize and empower the said C. D., to substitute and appoint one or more person or persons as his substitute or substitutes, in the place of him the said C. D. And the said A. B., as executor as aforesaid, doth declare that the powers and authorities hereby given to the said C. D. shall, from the time of such appointment wholly and absolutely vest in such substitute or substitutes as the said C. D. shall appoint; and generally for him the said A. B., as executor as aforesaid, to do, transact, and perform all and every act and acts, thing and things needful and expedient in and about the premises, and the management of the affairs and concerns of the said E.F., as fully and effectually, to all intents and purposes whatsoever, as if he the said A.B., as executor as aforesaid, could or might do and transact, if per-

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Letter of Attorney from the Assignees of a Bankrupt, to act in America, and to receive Money, Debts, Goods, &c. and to compound for the same, or refer to Arbitration; also to view, state, and settle all Accounts, to commence and defend Actions, to enter and sell Estates, receive Rents, distrain for Non-payment, to grant Leases, and receive Title Deeds, &c.

sonally present; the said A. B., as executor as aforesaid, ratifying, allowing, and confirming, and agreeing to ratify, allow, and confirm all and whatsoever the said A. B., or his substitute or substitutes, shall legally do or cause to be done by virtue of these presents. In witness, &c.

Know, &c. that A. B. of, &c. C. D. of, &c. and E. F. of, &c. assignees of the estate and effects of G. H. of, &c. merchant, under a commission of bankrupt under the great seal of Great Britain awarded and issued, and now in prosecution against the said G. H., bearing date at Westminster the day of , for divers good causes and considerations them hereunto moving, have and each and every of them hath made, ordained, nominated, constituted, and appointed, and by these presents do and each of them doth make, ordain, nominate, constitute, and appoint I. K. of , in the United States of America, merchant, the true and lawful attorney of them the said A. B., C. D., and E. F., for them as assignees as aforesaid, and in their names, and for their use, to ask, demand, sue for, levy, recover, attach, and receive of and from all and every person and persons whomsoever resident within the United States of North America aforesaid, who now is or are indebted unto the said G. H., or unto his estate, or unto them the said A. B., C. D., and E. F. as such assignees as aforesaid, for or by reason of any cause, matter, account, or thing whatsoever, or who now hath or have in his, her, or their custody or power any goods, wares, merchandizes, effects, or things whatsoever, of or belonging to the said G. H., or to his estate, or to them the said A. B., C. D., and E. F. as such assignees as aforesaid, all and singular such sum and sums of money, both principal and interest, debts, goods, wares and merchandizes, and things whatsoever, which such person or persons now is or are so indebted, or which such person or persons now hath or have, or shall or may have in his, her, or their custody, power, or possession of or belonging to the said G. H., or to his estate, or to the said A. B., C. D., and E. F. as assignees as aforesaid; and to that end, with any person or persons to account, and to view, state, settle, and adjust all accounts whatsoever now depending, or which shall or may be depending, between the said G. H., or them the said A. B., C. D., and E. F. as such assignees as aforesaid, and every person and persons whomsoever; and the balance and balances of all and every such accounts for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, and for their use, to receive or otherwise to compound for the same, and to accept a part for the whole, if need be, and as he the said I. K. shall judge it expedient or advisable; and for that purpose for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, to appear in the proper court or courts, office or offices, in each and every or any of the United States of North America, and therein, or in any or either of them, to acknowledge satisfaction upon record for all or any judgment or judgments, mortgage or mortgages, according to the laws and usages now depending in the said States of North America, or in any or either of them; and upon recovery or receipt of such sum or sums of money, or any part thereof, goods, wares and merchandizes, for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, releases, acquittances, or other good, sufficient, and effectual discharges to sign, seal, execute, and deliver; and the said A. B., C. D., and E. F., as such assignees as aforesaid, do and each and every of them doth hereby authorize and empower the said I. K. for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, to prosecute and defend any action or actions, suit or suits, by or against the said A. B., C. D., and E. F., as such assignees as aforesaid, commenced or to be commenced to a final end; and if need be to appear before all and every or any

lords, judges, or justices, at any tribunal, or in the proper court or courts, Vol. III. Ch. III. .
in all and every or any of the said United States of North America, to answer, defend, and reply in all matters and causes touching and concerning them the said A. B., C. D., and E. F. as such assignees as aforesaid, or touching or concerning the said G. H. or his property, estate, and effects prior to his said bankruptcy; and further to do, pursue, implead, seize, sequester, attach, imprison, and condemn, and out of prison again to deliver; and moreover the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names and in their behalf, if he the said I. K. shall see it fitting, to compromise, conclude, and agree by arbitration all and every or any differences or disputes, now or which shall or may be subsisting between the said G. H., or the said A. B., C. D., and E. F. as such assignees as aforesaid, and any person or persons whomsoever in North America, and for that purpose for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, and as their respective act and deed, in due form of law, to sign, seal, execute, and deliver any bond or bonds, agreement or agreements of arbitration or reference, as shall or may be requisite or necessary, and to stand to, abide, and perform all and every award and awards to be made of and concerning all and every or any such matters in difference or dispute. And further, for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, to enter into and upon all and every the lands, tenements, and hereditaments, real or personal, late of and belonging to the said G. H., and now vested in and belonging to them the said A. B., C. D., and E. F. as such assignees as aforesaid, situate, lying, and being in the said province of or elsewhere in the said United States of North America, and to sell and dispose of all and every the said lands, tenements, hereditaments, and premises, either entirely or in separate lots or parcels, to any person or persons whomsoever, for the most money and best price or prices that can be reasonably got or obtained for the same, either by public auction or private contract, as he the said I. K. shall think most fitting and advantageous to the estate and creditors of the said G. H., and upon receipt of the purchase money or monies for all and every or any of the said lands, tenements, hereditaments, and premises for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, to make, give, and sign receipts, acquittances, or other sufficient discharges for the same to such person or persons who shall or may become the purchaser or purchasers thereof. And also, for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, place, and stead, to sign, seal, and execute, and as their act and deed respectively, in due form of law to deliver unto the purchaser or purchasers of all and every or any of the said lands, tenements, hereditaments, and premises, such deed or deeds, conveyances and assurances in the law, as shall be fitting and necessary in that behalf, and as shall or may be reasonably devised, advised, or required by the counsel learned in the law, of the purchaser or purchasers thereof, his, her, or their heirs and assigns, and that as fully and effectually to all intents and purposes as they the said A. B., C. D., and E. F. as such assignees as aforesaid, might or could do if personally present. And the said A. B., C. D., and E. F., as such assignees as aforesaid, do hereby further authorize and empower the said I. K., in case the said lands, tenements, hereditaments, and premises, for default of purchasers or otherwise, shall not be sold or disposed of, to demise, lease, set and to farm let the same, to any sufficient and responsible person or persons whomsoever, for any term or terms or number of years in possession, as shall or may be judged most adviseable as respects the earliest and most expedient future sale thereof, and the best and most approved yearly rent or rents that can be reasonably had and obtained for the same. And also, for them the said A. B., C. D., and E. F.

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as such assignees as aforesaid, and in their names, to ask, demand, and receive, and by all lawful ways and means to sue for, recover, and obtain of and from the present or future tenants or occupiers of the said lands, tenements, hereditaments, and premises, or any part thereof, all and every sum and sums of money, rents, and arrears of rent, which now is or are, or shall or may, from time to time, until such sale as aforesaid, grow due and become payable to the said A. B., C. D., and E. F. as such assignees as aforesaid, from all and every or any of the said tenants respectively; and on non-payment thereof, or of any part thereof, for them, the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, to enter into and upon all or any part of the said lands, tenements, hereditaments, and premises, or any part or parcel thereof, and there to seize and distrain the goods and chattels and effects of any the tenant or tenants not paying his, her, or their rent or rents in due time, that shall be found in and upon the said premises, or any part thereof, or to make such distress or distresses off the premises as the law permits; and the distress or distresses so had and taken to take, lead, drive, carry away, retain, and impound and keep until the said rents and arrears thereof shall be fully paid and satisfied, or the same shall otherwise be delivered by due course of law; and, if need be, all and singular the said goods and chattels and effects so distrained to sell and dispose of according to law, and to receive the monies arising from the sale thereof for the use of the said A. B., C. D., and E. F. as such assignees as aforesaid, or in the names of them, the said A. B., C. D., and E. F. as such assignees as aforesaid, to proceed by action, suit, bill, or plaint, or by such other lawful ways and means for the recovery of the said rents and arrears of rent, or any part thereof, for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names to give, sign, seal, and execute receipts, acquittances, or other discharges for the same; and the said A. B., C. D., and E. F. as such assignees as aforesaid, do hereby further authorize and empower the said I. K., for them the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names to ask, demand, and receive, and by all lawful ways and means whatsoever to sue for, recover, and obtain of and from any person or persons whomsoever, all and every the deeds, evidences, and muniments whatsoever, relating to or touching or concerning the title of the said G. H. to any the said lands, tenements, hereditaments, and premises herein-before mentioned, or any part or parcel thereof; and, upon receipt and recovery thereof, for them, the said A. B., C. D., and E. F. as such assignees as aforesaid, and in their names, to sign and give proper receipts, acquittances, and discharges for the same; and they the said A. B., C. D., and E. F., as such assignees as aforesaid, do hereby authorize and empower the said I. K. to substitute and appoint one or more attorney or attornies under him for the purposes aforesaid, with such power or powers as to him shall seem meet, and the same, at pleasure, to remove and revoke, and to appoint another or others in the room of such attorney or attornies so removed, and so often as to him the said I. K. shall seem meet and requisite. And generally, for them the said A. B., C. D., and E. F., as such assignees as aforesaid, and in their names, to do, transact, and perform all and every other thing and things, act and acts whatsoever, touching and concerning the premises above mentioned, as fully and effectually, to all intents and purposes whatsoever, as they the said A. B., C. D., and E. F., as such assignees as aforesaid, might or could do if personally present; they hereby ratifying, &c. In witness, &c.

Indenture between Manufacturers and a Factor, to sell Goods for them in London, &c.

This indenture made the day of in the year of our Lord 1823, between G. H. of, &c. of the one part, and A. B., C. D., and E. F., of, &c. of the other part. Whereas the said G. H. hath agreed with the said A. B., C. D., and E. F., to act as their agent or factor in the vending of —

in the city of London, for the term of ——— years. Now this indenture witnesseth, that in pursuance of the said agreement, and in consideration of the covenants and agreements herein-after entered into by the said A. B., C. D., and E. F., he the said G. H. for himself, his heirs, executors, and administrators, doth hereby covenant and agree with the said A. B., C. D., and E. F., severally and respectively, and to and with their several and respective executors, administrators, and assigns, in manner following, that is to say, that he the said G. H. shall and will act as the factor or agent of the said A. B., C. D., and E. F., and of the survivors and survivor of them, and of such person or persons as may be co-partner or co-partners in trade with them, or the survivors or survivor of them, in the vending of ——— for the term of ——— years from the date hereof, determinable nevertheless as herein-after mentioned; and that he the said G. H. shall and will conduct and carry on the said agency at the shop or warehouse of the said A. B., C. D., and E. F., in ——— street, in the city of London, or in such other shop or warehouse in the said city of London as they or the survivors or survivor of them may direct or appoint, for that purpose: And that he the said G. H. shall and will devote and give his whole time and attention to the said agency, and shall not engage in the business of a seller of ——— or in any other business whatsoever, either on his own account, or as a factor or agent, and either alone or in co-partnership with any person or persons whomsoever: And that he the said G. H. shall and will carefully deposit and preserve in the shop or warehouse for the time being, made use of for the purpose of said agency business, all such goods, wares, and merchandizes as may be sent or transmitted to him by the said A. B., C. D., and E. F., or the survivors or survivor of them, or any person or persons who may be co-partner or co-partners in trade with them, or the survivors or survivor of them: And that in managing and conducting the said agency, he the said G. H. shall and will use his best endeavours to procure the greatest possible sale of the ——— and other goods which he shall be employed to sell, as such factor as aforesaid, either for ready money, or to persons of responsibility, and worthy to be trusted. And that in selling upon credit, he the said G. H. shall and will be circumspect and cautious, and will make due enquiries from persons of respectability, whether the persons applying to purchase on credit are persons of responsibility, and worthy to be trusted; and upon making every such enquiry shall and will make a minute or memorandum thereof in a book to be kept for that purpose, specifying the name of the persons applying to purchase on credit, the name or names of the person or persons applied to for the purpose of knowing whether such person might be trusted with safety, and also specifying what was said upon the subject by such person or persons so applied to: And also that he the said G. H. shall not, nor will give credit to any person or persons for a greater length of time than ——— without the consent in writing of the said A. B., C. D., and E. F., or the survivors or survivor of them; and shall not nor will, without such consent, sell to any person on credit to a greater amount than to the amount or sum of £——. And also that he the said G. H. shall and will, in conducting the said agency, conform to and govern himself by such orders, instructions, and directions as he may from time to time receive from the said A. B., C. D., and E. F., or the survivors or survivor of them; and in all cases where he shall receive no especial orders or directions, that he shall and will act in such manner as he shall judge to be most conducive to the advantage of the said A. B., C. D., and E. F., and of the survivors and survivor of them, and of such person or persons as may be co-partner or co-partners in trade with them, or the survivors or survivor of them: And also that he the said G. H. shall and will from time to time account for and transmit to the said A. B., C. D., and E. F., or the survivors or survivor of them, all monies,

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Covenant to act as Factor,

at the House of Principal;

To devote his whole Time, and not engage or be employed in any other Business.

To take care of the Goods committed to his Charge.

To procure best Sale, either for Ready Money or to Persons of good Credit.

In selling upon Credit, to make Enquiries whether the Parties applying to purchase on Credit are worthy to be trusted.

To minute Result of Enquiries.

Not to give longer Credit than ——— or for a greater Amount than ——— Pounds, without Consent of Principals.

To act according to Directions of Principals.

In absence of special Orders, to act for Benefit of Principals.

To account for and transmit Monies, &c. received to Principals.

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To accept Principals' Bills when he has Assets in hand.

To transmit Monthly Account of Affairs to Principals.

To keep Account Books.

To balance Account Books every Half-year.

Principal to have Access to inspect the Accounts, &c.

Account Books to be carefully preserved.

Account Books to be delivered to Principals at End of Term.

Covenant by Factor to provide a Clerk and Porter out of his Salary.

Covenant by Principals to pay Salary by Weekly Payments.

bills, and securities for money, received from the sale of any or other goods sold by the said G. H. as such factor or agent as aforesaid : And also that he the said G. H. shall and will from time to time, in case he has assets in his hands, accept and duly pay all such bill and bills of exchange as may be drawn upon him by the said A. B., C. D., and E. F., or the survivors or survivor of them, and of which he may receive due notice from them, or the survivors or survivor of them : And also shall and will from time to time, on the first day of each and every month, send and transmit to the said A. B., C. D., and E. F., and to the survivors or survivor of them, a full, clear, and correct statement in writing of all orders, both taken and executed, and of all goods which may have come to his hands, and also of all such goods as he may have sold, to whom, and whether for ready money or on credit, and likewise of all such other matters, transactions, and things as in anywise concern the said agency business, and which may have taken place during the preceding month : And also that he the said G. H. shall and will keep books of account, in which shall be made plain and correct entries of all goods received from the said A. B., C. D., and E. F., or the survivors or survivor of them, or from any person or persons who may be the co-partner or co-partners in trade with them, or the survivors or survivor of them ; and also of all goods sold and delivered by him the said G. H. as such factor or agent as aforesaid ; and also of all orders received and taken, and of all other matters, transactions, and things in any wise concerning the said agency business : And that he the said G. H. shall and will, on the day of and the day of in each and every year, unless either of the said days shall happen on a Sunday, and in that case on the day following, accurately cast up and balance the said books of account, in order that the true state of the said agency business may clearly appear therefrom : And further, that it shall and may be lawful to and for the said A. B., C. D., and E. F., or the survivors or survivor of them, or any person or persons who may at any time be the co-partner or co-partners in trade of them, or the survivors or survivor of them, their respective executors and administrators, or any of them, at all seasonable hours in the day, to have free access to the said books of account, and to all other books, papers, documents, and writings in any wise touching or concerning the said agency business, and to take copies of or extracts from the same, or any of them ; and which said books of account, papers, documents, and writings, the said G. H. shall and will carefully preserve (damages by fire and other inevitable accidents only excepted) ; and upon the final settlement and winding up of the said agency business, shall and will give and deliver up the same books, documents, and writings undefaced and unobliterated, to the said A. B., C. D., and E. F., or the survivors or survivor of them, his executors or administrators : And the said G. H. for himself, his heirs, executors, and administrators, doth hereby further covenant and agree with the said A. B., C. D., and E. F., their respective executors, administrators, and assigns, that he the said G. H. shall and will, out of the salary or wages herein-after agreed to be paid to him, find and provide a clerk who writes a good hand, and understands accounts and book-keeping, for the purpose of constantly assisting him the said G. H. in the management of the said agency business : And also that he the said G. H. shall and will, out of such wages or salary, find and provide a porter for the purpose of assisting in the said business : And the said A. B., C. D., and E. F., in consideration of the true and just performance of the covenants and agreements hereby entered into by the said G. H., for themselves, jointly and severally, for their several and respective heirs, executors, and administrators, do hereby covenant and agree with the said G. H., his executors, administrators, and assigns, in manner following, that is to say, that they the said A. B., C. D., and E. F., their respective heirs, executors, and administrators, or some or one of them, shall and will, yearly and every

year, during so long as the said G. H. shall act as their agent or factor as aforesaid, well and truly pay or cause to be paid unto the said G. H. the wages or salary of hundred pounds a-year of lawful money of Great Britain, the said wages or salary to be paid and payable by even weekly payments, the first payment thereof to begin and be made on the day of next ensuing the date of these presents: And also that in case the said G. H., as such factor or agent as aforesaid, shall sell and dispose of such a quantity of goods, so that commission on (*particular*) goods, at the rate of five pounds for every hundred worth thereof, and on all other goods at the rate of two pounds ten shillings for every hundred pounds worth thereof, would amount to a greater sum than [*salary*] hundred pounds a-year; then and in such case they the said A. B., C. D., and E. F. shall and will, at the end or expiration of each and every half year, pay to the said G. H. such further sum as will make the said salary or wages of hundred pounds a-year equal to what commission, at the rate aforesaid on the goods so sold, would have amounted to: Nevertheless, it is fully understood that such further sum is not to be paid on any bad debts, but only on the amount of the monies actually received and come to hand: And the said A. B., C. D., and E. F. do further agree, that the said G. H., during such time as he shall act as such factor or agent as aforesaid, shall and may, with his family and servants, reside in the dwelling-house with the appurtenances over the said shop or warehouse, in street aforesaid, free from the payment of rent or taxes for the same: And also that they the said A. B., C. D., and E. F., shall and will pay unto the said G. H., once every six months, all such sum and sums of money as he may have paid or laid out for or on account of books, paper, and stationery made use of in and about the said agency business; and also all such sums as he may have paid or laid down for the portorage of letters relating to the said agency business, and for the carriage of goods, wares, and merchandizes sent to him by the said A. B., C. D., and E. F., the survivors or survivor of them, or by any person or persons who may be co-partner or co-partners in trade with them, or the survivors or survivor of them: And the said A. B., C. D., and E. F., do further agree with the said G. H., that they, or the survivors or survivor of them, shall not nor will employ any other person as a factor or agent in the vending of within the city of London, during such time as the said G. H. shall act as such factor or agent as aforesaid: Provided nevertheless, and it is hereby agreed between the parties hereto, that the said G. H. shall not be answerable for any loss or damage which may happen to any goods or merchandize sent to him by any coach, waggon, barge, or otherwise, before the same shall come to his hands or custody, nor for any loss or damage which may happen to any goods or merchandizes which have actually come to his hands or custody, and which may be sent by the said G. H. to any customer by any porter, coach, waggon, barge, ship, or otherwise howsoever, or for any other loss or damage which may happen to any of the goods and merchandizes committed to his charge or care, unless such loss or damage happens through his wilful neglect or default, or unless where any loss is stated to happen to any of such goods in the carriage thereof by any coach, waggon, barge, or ship, the said G. H. shall have neglected to book at the office of such coach, waggon, barge, or ship, the delivery of such goods or merchandizes: And that the said G. H. shall not be answerable for any loss or damage which may happen to any of such goods or merchandizes: Provided nevertheless, and it is hereby agreed by and between the parties hereto, that in case the said G. H. shall at any time before the expiration of the said term of years be desirous of giving up the said agency business, it shall and may be lawful for him so to do, upon giving months previous notice in writing of such his intention to the said A. B., C. D., and E. F., or the survivors or survivor of them, or by leaving such notice at their or his usual places

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If Factor sell such a Quantity of Goods that Commission, at certain Rate, would amount to a larger Sum than Salary, then to pay such further Sum as will make Salary equal to what Commission on Goods sold would have amounted to.

Not to extend to bad Debts.

Agreement to permit Factor to reside in Rooms over Warehouse, Rent free.

To pay Factor Half-yearly all Sums paid for Carriage of Goods, &c.

Not to employ any other Person as Factor.

Factor not to be answerable for involuntary Losses.

Power for Factor to determine Agreement, on giving Notice.

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Power for Principals to discharge Factor, on giving Notice.

Arbitration Clause.

Rule of Court.

Power of Attorney to Factor to receive Debts.

or place of abode : And it is also agreed, that if the said A. B., C. D., and E. F., or the survivors or survivor of them, shall, at any time before the expiration of the said term of years, be minded and desirous to discharge the said G. H. from being such factor or agent as aforesaid, it may be lawful for them or him so to do, upon giving six months previous notice in writing of such intention, or upon leaving such notice at the shop or warehouse for the time being made use of by the said G. H. in the said agency business ; any thing herein contained to the contrary notwithstanding. And it is hereby covenanted and agreed, by and between the parties hereto, that if any dispute or difference shall at any time or times arise or happen between the said G. H. on the one part, and the said A. B., C. D., and E. F., or any person or persons who may be co-partner or co-partners with them, or the survivors or survivor of them, their respective executors or administrators, or any of them, on the other part, for or on account of any matter or thing herein contained which shall not, within one calendar month after the same shall arise, be fully decided between the parties in difference themselves, then and so often and in every such case the matter of every such difference or dispute shall from time to time, upon the request of any of the parties in difference or dispute, be reduced into writing, and be referred to the hearing of three indifferent persons, to be chosen one by the said G. H., his executors or administrators, another by the person or persons in difference or dispute with the said G. H., his executors or administrators, and a third by the two first persons so first chosen ; and such arbitrators to be accordingly chosen within the space of two calendar months next after such request as aforesaid ; and the award, order, and determination of the said three persons so to be chosen as aforesaid, or of any two of them, in the matters referred to them, shall be binding and conclusive upon the parties in difference, their respective executors and administrators, and shall be performed, observed, and kept by them accordingly, provided such award, order, or determination be made in writing, under the hands and seals of the persons making the same, and ready to be shewn to the parties concerned within the space of twenty-eight days next after the request of any of such parties for that purpose : And for the better enforcing the performance and observance of every such award, the same shall from time to time be made a rule of His Majesty's Court of King's Bench, according to the statute in that case made and provided. And for the purpose of better enabling the said G. H. to receive and get in all debts and sums of money for or on account of any goods, wares, and merchandizes which may be sold by him as such factor or agent as aforesaid, they the said A. B., C. D., and E. F. have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint the said G. H. their true and lawful attorney, for them, in their names, and for their use, to ask, sue for, recover, and receive all such sum and sums of money as shall or may be due or owing from any person or persons for or on account of any goods or merchandizes sold by him as their agent or factor as aforesaid, and to give receipts and sufficient discharges for the same ; they the said A. B., C. D., and E. F., hereby ratifying and confirming all and whatsoever he the said G. H. shall lawfully do or cause to be done in and about the premises, and any attorney or attornies under him the said G. H. to substitute and appoint, and at pleasure to revoke. In witness, &c.

Articles of agreement entered into this day of in the
year of our Lord, between A. B. and C. D. of, &c. of the
one part, and E. F. of, &c. of the other part.

Articles of Agreement under Seal between Principals and

Whereas the said A. B. and C. D. are manufacturers of, &c. at their works at, &c. aforesaid ; and in order to increase the sale of their said goods and commodities, being desirous of keeping a stock of the various

articles of their said manufacture at, &c. for the London markets, have agreed with the said E. F. to retain and employ him as their agent in disposing of the same, upon the terms and conditions herein-after mentioned. Now these presents witness, that for the considerations herein-after mentioned, he (1) the said E. F. doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said A. B. and C. D., and each of them, and their respective executors, administrators, and assigns, that he the said E. F. shall and will, during the term of seven years, to be computed from the day of the date of these presents, accept and receive all such goods, wares, and merchandizes as shall be sent or consigned to him by the said A. B. and C. D. or any or either of them: And also shall and will use his best endeavours and means to sell and dispose of the same at such price or sum, prices or sums as he shall be required, in writing by and under the hands of the said A. B. and C. D. or either of them, or for such further or other price or sum, or prices or sums, as can or ought to be had or obtained for the same, according to the rise or advance in the current or market price thereof, and at the expence and costs of him the said E. F. deliver the same to the several purchasers thereof: And further that he the said E. F., his clerks, agents, or servants, shall not nor will, without such consent in writing as aforesaid, at any time or times within the said period or term of seven years, take or execute any order or direction for vending or disposing of, nor shall or will vend or dispose of, or seek or endeavour to vend or dispose of any, &c., or other merchandize of the nature or kind aforesaid, for or on account of himself the said E. F., his heirs, executors, administrators, or assigns, or for or on account of any persons or person whatsoever, other than and except them the said A. B. and C. D., their executors, administrators, and assigns: Provided always nevertheless, that in case the said A. B. and C. D., their executors, administrators, or assigns, shall not be able to supply or furnish, or shall not in fact supply or furnish the said E. F., his executors, administrators, or assigns, with such merchandizes as aforesaid, upon receiving a request or notice in writing from and under the hand of the said E. F., within the time in such notice expressed; then and in every such case it shall be lawful for him the said E. F., his executors, administrators, or assigns, and he and they are lawfully allowed and required to provide and purchase elsewhere, and from any other person or persons whomsoever, such quantities of goods and merchandizes as he or they shall have demanded or have occasion for in the mean time and until the same can and shall be furnished or supplied by the said A. B. and C. D., their respective executors, administrators, or assigns; he the said E. F., his executors, administrators, or assigns, at all times and from time to time accounting with the said A. B. and C. D., their executors, administrators, or assigns, for all and every the net profits to arise from the sale thereof, after deducting the first cost or price for the same, and the charges and expences of carriage, and also the allowance or poundage herein-after mentioned: And they the said A. B. and C. D., for themselves severally and respectively, and for their several and respective executors, administrators, and assigns, but not the one for the other of them, or the executors or administrators, or the acts, deeds, or defaults of the other of them, do and each of them doth hereby covenant, declare, and agree with and to the said E. F., his executors, administrators, and assigns, that they the said A. B. and C. D., their executors, administrators, or assigns, or some or one of

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Agent, for the Sale, by the latter, of Articles of Manufacture.

Covenant by Agent to dispose of Manufactures consigned to him,

at such Price, &c. as Principals shall direct.

Will not act as a like Agent for other Persons.

If Principals fail to supply Manufactures, Agents may buy on their Account.

(1) If there be several agents in copartnership, say, "they the said (agents), for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, but not the one for the other

of them, or for the heirs, executors, or administrators, or for the acts, deeds, or defaults of the other of them, do and each of them doth hereby covenant," &c. as above.

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And allow to
Agent Commis-
sion on Sale.

A Salary for
Trouble.

Not to appoint
other Agents.

Covenant by
Agent to be
faithful to Prin-
cipals.

To pay over Re-
ceipts once a
Year;

and deliver up
Goods unsold at
the End of the
Term.

Will not, without
Consent, give
Credit beyond a
certain Amount;

them, shall and will from time to time consign, supply, and deliver, or cause to be consigned, supplied, and delivered, at their own costs and expence, unto the said E. F., his executors, administrators, or assigns, with as little delay as may be, after notice in writing shall be given to them, under the hand of the said E. F., his executors, administrators, or assigns, so much and such quantities and sorts or kinds of the said goods and merchandizes as he the said E. F., his executors, administrators, or assigns, shall from time to time require; and shall and will allow and pay, or cause to be allowed and paid unto him the said E. F., his executors, administrators, and assigns, the sum of £—— for every £100 worth of the said wares and manufactures as shall be by him vended or disposed of, for or on account of the said A. B. and C. D., their executors, administrators, or assigns, or any or either of them, and so in proportion for any less sum or amount than £100; and also the annual sum of £—— as recompence for his time and trouble during the subsistence of the present agreement, and for the payment whereof, if in arrear, all the goods and manufactures of the said A. B. and C. D. shall be chargeable: And further, that they the said A. B. and C. D., their executors, administrators, or assigns, or any or either of them, their or any or either of their clerks or servants, shall not nor will within the said time or period of seven years, to be computed as aforesaid, without the consent in writing of the said E. F., his executors, administrators, or assigns, first had for that purpose, take or execute any order for supplying or furnishing, nor shall nor will supply or furnish with, &c. work or other the manufactures aforesaid, any person or persons whomsoever who shall reside in the town of aforesaid, or within the space or distance of five miles therefrom, other than and except him the said E. F., his executors, administrators, and assigns: And the said E. F. doth hereby, for himself, his heirs, executors, and administrators, further covenant and agree with and to the said A. B. and C. D., and every of them, and their respective executors, administrators, and assigns, that he the said E. F. shall and will at all times during the said term of seven years, be true and faithful unto the said A. B. and C. D. and every of them, and their respective executors, administrators, and assigns, in and about the vending and disposing of the said goods, merchandizes, and things aforesaid in all things, and act therein to the best of his ability, knowledge, and judgment, and also be true and faithful in and concerning all receipts, payments, accounts, matters, and things whatsoever by him or them made, had, entered into, transacted, settled, or done, relative to the premises aforesaid, or any of them; and shall and will, on the day of in every year, account with and pay over unto them the said A. B. and C. D., their respective executors, administrators, or assigns, all sums of money, bills, notes, and securities which shall have been received by or come to the hands of him the said E. F., his executors, administrators, or assigns, by all and every or any such sale or disposition of the said goods and merchandizes; and at the end or other sooner determination of the said term of seven years, deliver up all such goods and merchandizes as shall then remain unsold, or be in his or their custody, unto the said A. B. and C. D., their executors, administrators, or assigns, or such person or persons as they or the survivors of them, his executors, administrators, or assigns, shall, in writing under his or their hand or respective hands, direct in that behalf: And further, that he the said E. F., his executors, administrators, or assigns, shall not nor will give credit for, or direct to be sold and delivered upon trust or credit, any of the goods, wares, and articles of merchandizes aforesaid, exceeding the value of £—— to any person or persons whomsoever, without the consent in writing of the said A. B. and C. D. or some or one of them, first obtained for that purpose; nor shall nor will sell or contract, or sell or deliver, or cause, direct, or order to be sold or delivered, upon trust or credit as aforesaid, any such

goods, wares, commodities, and articles of merchandizes whatsoever, however small the value or price thereof may be, to any person or persons whomsoever whom they the said A. B. and C. D., or any or either of them, shall have previously forbidden in writing to be credited or trusted: And further, that he the said E. F., shall not nor will, unless by the authority of the said A. B. and C. D., their executors, administrators, or assigns, or some or one of them, under his or their hand or respective hands first obtained for that purpose, release, compound, or give acquittance for any sum of money, debt, security, or obligation, nor release nor discontinue any action, &c.

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nor compound
Debts, &c.

Articles of Agreement indented, made, concluded, and fully agreed on, this 1st day of January, A. R. George 4. &c., and in the year, &c., between A. B. of, &c., of the one part, and C. D. of, &c., of the other part.

Agreement for
employing an
Insurance
Broker.

Whereas the said C. D. is an insurance broker, residing at _____, and whereas the said A. B. is desirous of becoming an underwriter or insurer of ships or vessels, and of merchandize on board ships or vessels, and of employing the said C. D. as his broker or agent, for the purpose of making and effecting such insurances, and for receiving the premiums of insurance, under and subject to the terms and agreements herein-after contained:

First, the said A. B. doth hereby agree with the said C. D., that it shall or may be lawful to and for the said C. D., until orders or notice to the contrary, to act as the agent or broker of the said A. B., and to use the name and engage the credit of the said A. B., as an insurer or underwriter of any sum or sums of money not exceeding £—— on any ship or vessel, or goods and merchandizes in any ship or vessel, so as the responsibility of the said A. B. on any one risk, either on a ship or vessel, or goods or merchandize in a ship or vessel, or both jointly or separately, may not exceed the sum of £—— at one and the same time, and so as the name of the said A. B., as an insurer or underwriter, shall be used as to such ships or vessels, goods or merchandizes only on which such insurances shall be transacted at the office or house of business of the said C. D. in the regular and ordinary course of his business as an insurance broker, and on such risks only as are insurable in the common and ordinary course of business, (that is to say), at a premium not exceeding £—— per centum on the sum insured: And that for the purpose of making such insurance as aforesaid, it shall and may be lawful to and for the said C. D. to use the name and act as the attorney of the said A. B., and to sign, seal, and deliver any policy or policies of insurance in the name, and as the act and deed, of the said A. B., and to receive and give acquittances and discharges for any premium or premiums which shall be payable for or in respect of any insurance to be made from time to time in the name and on the account of the said A. B.: And that he, the said A. B., shall and will, yearly and every year, on the _____ day of _____, and in that proportion for any less time than a year, give and allow to the said C. D. a salary of £—— of lawful money of Great Britain, as long, and so long, and during such time as he shall be employed by the said A. B. as his broker under or by virtue of these presents.

Underwriter au-
thorizes Broker
to act as his
Agent, and use
his Name and
Credit, under
certain Condi-
tions.To execute Po-
licies, and give
Acquittances for
Premiums.And to allow
Broker a Salary.

Secondly, the said C. D. doth hereby agree with the said A. B., that he the said C. D. shall not nor will, at any time while employed by the said A. B. as his broker under or by virtue of these presents, engage the name or responsibility of the said A. B. for any sum exceeding £—— on any one risk on one and the same ship or vessel, or goods or merchandizes in the same ship or vessel, jointly or separately, or on any risk on which the pre-

Agreement by
Broker not to
engage Under-
writer's Credit
beyond a certain
Sum, and under
other Conditions.

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To render Account of Risks,

and of Monies received.

Accounts to be settled yearly.

Account of Profits.

Account of Losses.

Profits to be equally divided.

Broker not to be liable to Losses.

Covenant by both Parties to perform Agreement.

mium shall exceed £—— per centum for the insurance, or in any insurance other and except such insurances as shall be transacted at the office or house of business of the said C. D., and in the regular and ordinary course of transacting the same business : And that he the said C. D. shall and will from time to time, at the request of the said A. B., render and give to the said A. B. an account of all risks in which the said A. B. shall be then engaged as an insurer, with all such particulars as shall be necessary to enable the said A. B. to ascertain the nature of the same risks ; and also of all monies which from time to time shall have been received on account of the said A. B., in respect of the premiums of insurance, and also of all losses which shall have been sustained, or be claimed under any insurance or insurances, in which the name or responsibility of the said A. B. shall have been engaged.

Thirdly, it is hereby agreed by and between the said parties, that on the day of in every year, during such time as the said C. D. shall be employed and act as the agent or broker of the said A. B., the accounts of profits and loss on such insurances as aforesaid, as shall have been made in the preceding year, shall be made up and settled ; and that such account of profits shall comprize the premiums received, and not returned ; and that the account of losses shall include all sums payable or to be paid by the said A. B. as such insurer, together with such costs, charges, and expences incurred in settling or ascertaining the liability of the said A. B., or the quantum or extent of the loss to which he shall be liable ; and the balance remaining for profit, if any, shall be divided into two equal parts, and that one of the said half parts shall belong to and be retained by the said C. D., in addition to his said salary, and as a further compensation for his agency ; and that the other moiety or half part of the said profits shall belong and be payable and paid to the said A. B., his executors, administrators, or assigns ; subject nevertheless to the right of the said C. D. to retain thereout the said sum or salary of pounds a year, unless the same shall have been previously paid by the said A. B. ; and that the same moiety or half part of profits, subject to such deductions as aforesaid, shall be paid to the said A. B., his executors, administrators, or assigns, by the said C. D., out of any money in his hands ; but nothing herein-before contained shall make the said C. D. liable to pay or contribute all or any part of the losses arising from any insurance to be made as aforesaid, other than and except by way of damages for breach or non-performance of all, any, or either of the agreements herein-before contained on his part.

And lastly, each of them, the said A. B. and C. D., doth hereby, for himself, his heirs, executors, and administrators, covenant, declare, and agree to and with the other of them, his executors and administrators, that each of them, the said A. B. and C. D. respectively, and his respective executors and administrators, shall or will, from time to time, observe, perform, fulfil, and keep to and with the other of them, his executors and administrators, the articles, clauses, stipulations, and agreements herein-before contained, to be observed, performed, and kept by him or them on his or on their parts and behalfs, according to the true intent and meaning of these presents. In witness, &c.

Articles of Agreement made and entered into this day of , A. D. 1822, between A. B. of, &c., gent., of the one part, and C. D. of, &c., dyer and paint manufacturer, of the other part.

Articles of Agreement not under Seal between a Manu-

Whereas Messrs. G. W. and Co. have for some years last past carried on the trade or business of dyed canvas and paint manufacturers, at their premises in Oak Lane aforesaid ; and the said C. D., for and during a consi-

derable part of that time, hath acted as the principal manager, manufacturer, and superintendent in and about the same trade and business, in preparing, making, and manufacturing paint from a mineral substance, and in the dying or painting canvas for the use of the navy and other purposes; And whereas the said Messrs. G. W. and Co. have in contemplation the giving up the said trade and business, and have proposed to the said A. B. to relinquish the same in his favour, upon such terms and conditions as have been agreed on and approved of by them, the said Messrs. G. W. and Co. and A. B.; but the said A. B. not being sufficiently acquainted with the art or mystery of preparing such paint, and of dying and painting canvas in the way that hath hitherto been used in the manufactory of the said Messrs. G. W. and Co., hath proposed and agreed with the said C. D., that if he will exert his skill, talent, and industry in and about the management and conduct of the said trade or business in manufacturing paint, and dying and painting canvas, and doing and performing such other matters and things as shall be found needful or necessary in and about the said concern, for him the said A. B., as he has been accustomed to do for them, the said Messrs. G. W. and Co., that he the said A. B. shall and will remunerate the said C. D. for his services by a stated salary, and that the same shall from time to time be increased in proportion as the profits of the said trade and business will admit of. It is therefore hereby witnessed, and the said C. D. doth hereby agree, that he shall and will, to the utmost of his skill and ability, manage and conduct such and so much of the said trade and business of dyed canvass and paint manufacturers, as shall be reasonably required of him, at all seasonable times, and in such manner, as he hath been accustomed to manage and conduct the same for the said Messrs. G. W. and Co., and apply himself diligently and faithfully in and about the same trade and business as shall be the best calculated to promote the same to and for the interest of the said A. B., and that the said C. D. shall not, nor will enter into any other trade or business during the time or period in which he shall be so engaged by or for the said A. B. (without the consent in writing of the said A. B. being first had and obtained); and the said A. B. doth hereby agree, that for the considerations aforesaid, and of the services so to be rendered and performed by the said C. D., that he the said C. D. shall be at liberty, as long as he shall be in the employ of the said A. B., to occupy the dwelling-house, of which he is now in possession, under Messrs. G. W. and Co., free and clear of rent and taxes, and that he shall have the use of such and so much of the coals and candles belonging to the said concern as shall be reasonably needful and necessary for himself and family; and as a further remuneration for the services of him the said C. D., the said A. B. shall and will pay and allow to the said C. D. the sum of £150 per annum, of lawful money of Great Britain, by even and equal quarterly payments; and that the said A. B. doth hereby further agree to and with the said C. D., that (in proportion as the business shall admit of it), he will pay and allow to the said C. D. a further remuneration, which, together with the salary herein-before agreed to be allowed to the said C. D., shall not exceed, but be equal to one-third part or share of the gross earnings or proceeds of the said business, without taking into consideration interest upon capital, rent, taxes, repairs of premises, servants' wages, or any other deducting outgoings whatsoever, or any bad or doubtful debts; and in order to ascertain which gross earnings or proceeds, the said C. D. shall be at liberty, at all reasonable times in the day-time, on giving proper notice to the said A. B., to inspect the books of account belonging to the said

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facturer or
Trader, and his
Servant or
Agent, to allow
the latter free
Use of a House,
Wages, and Pro-
portion of gross
Proceeds of
Business, for
faithful Ser-
vices. (1)

(1) As to this not constituting a partnership, see 17 Ves. j. 404. 1 Campb. 330. 1 Montague on P. 7. Ante, 3 vol. 231, 2, &c.

Vol. III. Ch. III. concern : And it is hereby further agreed by and between the said parties hereto, that neither of them, the said A. B. or C. D., shall be at liberty to put an end to this agreement, but on giving to the other of them, six calendar months notice, in writing, of such his intention ; but that either party shall be at liberty, on giving such notice, to put an end to this agreement ; any thing herein-before contained to the contrary thereof in any wise notwithstanding : And lastly, it is hereby agreed, that in order to prevent litigation between the parties, from any doubt, dispute, or misunderstanding which may arise between them touching the said concern or these presents, or any matter or thing relating hereto or thereto, the same shall be referred to the decision of J. H. of, &c., and that his decision and umpirage, in writing, shall be final and conclusive on both parties, and shall not be afterwards called in question by either of them. In witness, &c.

Indenture
between a
Trader and his
Clerk for the
Services of the
latter. (1)

B. to become
Clerk to A ;

to devote his
whole Time ;

to obey Orders ;

not to divulge
Secrets ;

to be just, &c. ;

to render Ac-
counts ;

to keep Books
of Accounts.

This indenture made, &c. between A. (trader) of, &c. of the one part, and B. (clerk) of, &c. of the other part : Whereas the said A. has for several years past carried on the trade or business of in aforesaid, and the said A. hath agreed with the said B. to take him the said B. as his clerk, for the managing, superintending, and conducting the said trade or business for the time, with the salary and on the terms hereafter mentioned. Now this indenture witnesseth, that in consideration of the covenants hereafter contained on the part of the said A., he the said B. for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said A., his executors, administrators, and assigns, in manner following ; (i. e.) that he the said B. shall and will henceforth, for and during the term of years, to be computed from the day of the date of these presents, (if both of them the said A. and B. shall so long live) become, be, and continue the clerk of him the said A. in the aforesaid trade or business of , and shall and will, during the term aforesaid, give his whole time and attention to the said trade or business, and in the managing, conducting, superintending, and improving the same, to the utmost of his power and ability ; and also shall and will, during the said term of years, determinable as aforesaid, do and perform all such services, acts, matters, and things as he the said A. shall from time to time order, direct, or appoint, and shall not, nor will at any time or times hereafter, without the consent in writing of the said A., his executors or administrators, divulge or make known any of the trusts, secrets, accounts, or dealings of or relating to the said trade or business of him the said A. ; and also, that he the said B. shall and will during the said term of years, determinable as aforesaid, be just and faithful to him the said A. in all his business, dealings, and transactions whatsoever, and shall and will give and render to the said A. a just and true account of the same at all times when the same shall be respectively required ; and also that he the said B. shall and will, during the said term of years, determinable as aforesaid, provide and keep such and so many books of account as shall be necessary, wherein he shall fairly write or cause to be written, all monies received and paid, and all goods in the said trade which shall be bought or received in, or sold or delivered out upon credit or otherwise, and the rates and prices at which the same shall be bought or received in, or sold or delivered out, and all other

(1) From 17 Ves. j. 404. it is not well settled whether a stipulation by a trader to pay another for his labour a sum of money in proportion to the profits, makes him a partner as to third persons. See 1 Montague on Partnership, 7. The safest course, according to

Dry v. Boswell, 1 Camp. 330. is to make the remuneration depend on the gross earnings or proceeds, without reference to the exact profits ; for in the latter case, it seems that no partnership is constituted.

matters, circumstances, and things necessary to manifest the state and condition of the said trade, which said book or books of account shall always be and be kept in some convenient place on the premises where the said trade shall from time to time be carried on. And this indenture further witnesseth, that in consideration of the covenants hereinafter contained on the part of the said B., he the said A., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said B., his executors and administrators, that he the said A. shall and will yearly and every year during the said term, (if both of them the said A. and B. shall so long live, and if the said B. shall well and truly perform, fulfil, and keep all and singular the covenants and agreements herein-before contained on his part) well and truly pay, or cause to be paid unto the said B., by half-yearly payments, on the day of , and the day of , in every year, by equal portions, the clear yearly sum of £—— of lawful English money, without any deduction whatsoever; the first half-yearly payment thereof to be made on the day of next ensuing the day of the date of these presents; and also shall and will, yearly and every year, during the said term of years, determinable as aforesaid, on the day of in every year, well and truly pay or cause to be paid unto the said B., over and above the said yearly sum of £——, so much money as will amount or be equivalent to one fourth part of the clear gains and profits of or to arise from the said trade or business of a , to be carried on by him the said A., and of which he the said B. is so hereby agreed to be managing clerk as aforesaid, after deducting out of such yearly gains and profits the said clear yearly sum of £—— (B.'s salary), and also the yearly debt or debts which shall be owing by the said A. on account of the said trade, and also the yearly losses and damages which shall happen to the said trade, and the said gains and profits thereof, by reason of bad debts, suits at law or in equity, neglect, or mismanagement of servants or apprentices, or any other accidents whatsoever, and the wages of servants to be employed in and about the said trade, and all other necessary charges which shall be occasioned or laid out in or about the conduct and management of and carrying on of the said trade or business of a , by him the said A. as aforesaid: And also that in case of the death of either of them the said A. and B. during the said term of years, and before the clerkship of the said B. shall be determined, the said B., his executors or administrators, shall be entitled to have and receive, and shall be paid, from or by the said A., his executors or administrators, a proportionable part of the said yearly payments so covenanted to be made to him the said B. as aforesaid, from the last of such respective days of payment next preceding the decease of the party so dying, up to the day or time of such his decease. Provided always, and it is hereby agreed and declared between and by the parties hereto, that in case the said A. shall be minded and desirous at any time during the term aforesaid, to make void and determine these presents, and the covenants and agreements herein-before contained, it shall and may be lawful for him so to do, on giving to the said B., or leaving at his usual place of residence or abode for the time being, calendar months notice in writing of such his mind or desire, and on his paying to the said B. the sum of £—— of lawful English money, and also a proportionable part of the said yearly payment herein-before covenanted to be paid to him the said B. as aforesaid, up to the day or time of such determination of these presents, and of the said covenants and agreements herein contained, and then, and from

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Salary, £——
payable Half-
yearly;to allow a Pro-
portion of the
Net Profits; (1)and a propor-
tionable Part in
case of Death.Proviso for
determining the
Agreement.

(1) As to the question whether this constitutes a partnership as to third persons, see 17 Ves. j. 404. 1 Montague's P. 7. 1 Campb. 329. The safer course is to stipulate to allow a proportion of the gross earnings. See other precedent.

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Articles of
Agreement,
under Seal,
between a Mer-
chant and a
Book-keeper.

Articles of agreement, indented, made, and concluded this day of in the year of our Lord , between A. B. of, &c. merchant, of the one part, and C. D. of, &c. book-keeper, of the other part, witnesseth, that the said C. D. for the consideration herein-after mentioned, doth hereby, for himself, his executors and administrators, covenant, promise, and agree to and with the said A. B., his executors and administrators, by these presents, that he the said C. D. shall and will, during the term of years, to commence from the day of the date hereof, dwell, continue, and abide with the said A. B., and him diligently and faithfully serve during the said term in keeping the books of accounts of him the said A. B., and in such other lawful employment, business, and affairs as he the said A. B. shall think proper to employ him during the said term, and therein shall from time to time, and at all times during the said term, do, observe, perform, and fulfil the lawful and reasonable commands and directions of the said A. B., without disclosing the same or any of his correspondence, or the secrets of his employment, business, or dealings, to any person or persons whatsoever; and shall not nor will, during the said term, correspond with any person or persons corresponding with the said A. B., nor use any traffick or dealing for himself, or on account of any other person or persons, without the consent of the said A. B. first had and obtained for that purpose in writing. And the said C. D. doth for himself, his executors and administrators, further covenant, promise, and agree to and with the said A. B., his executors and administrators, that he the said C. D. shall and will, from time to time during the said term, write and keep a true and perfect account and accounts for him the said A. B., and will not embezzle, purloin, wilfully waste, destroy, or mispend any of the goods, wares, monies, merchandizes, or effects of the said A. B., or his correspondents, or any of them; and also, that he the said C. D., his executors or administrators, shall and will from time to time, and at all times during the said term, upon request, make and give unto the said A. B., his executors and administrators, a full, true, just, and perfect account and reckoning in writing of and for all money which he shall receive in or pay out, and of all goods and commodities which he shall at any time during the said term receive in or deliver out, upon the account and for the use of the said A. B., or any of his correspondents, or by the order or direction of the said A. B.; and also that he the said C. D., his executors or administrators, shall and will well and truly pay or cause to be paid unto the said A. B., his executors or administrators, all such sum and sums of money as shall appear to be due upon the foot of every such account or accounts; and also that he the said C. D. shall not nor will, at any time or times during the said term, trust or deliver forth upon credit any of the monies, goods, wares and merchandizes of the said A. B., or any of his correspondents, to any person or persons whatsoever, without the special license and consent of him the said A. B. And the said A. B. doth for himself, his executors and administrators, covenant, promise, and agree to and with the said C. D. his executors and administrators, that he the said A. B. shall and will, in consideration of the said services so to be done and performed by him the said C. D. as afore-

said, pay and allow or cause to be paid and allowed unto him the said C. D. the yearly sum of £—— of lawful, &c. on the four most usual quarterly days herein-after mentioned; that is to say, on the day of , &c. by even and equal portions, and shall and will during the said term find and provide for the said C. D. good and sufficient meat, drink, washing and lodging. In witness, &c.

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Articles of agreement indented, made, &c. between E. F. of, &c. and A. B., of the island of Martinique, of the one part, and C. D. of, &c. of the other part, witnesseth, that the said C. D., for the consideration herein-after mentioned, doth hereby, for himself, his executors and administrators, covenant, promise, and agree to and with the said E. F., his executors, administrators, and assigns, by these presents, that he the said C. D. shall and will, when required by the said E. F., go abroad and sail in and with such ship or vessel as shall be provided by the said E. F., for Martinique aforesaid; and immediately on his arrival there will enter into the service of the said A. B. for and during the term of three years, to be accounted from his arrival at Martinique aforesaid, and shall and will dwell, continue, and abide with the said A. B. at Martinique aforesaid, or elsewhere, and him diligently and faithfully serve during the said term, in keeping the books of accompts of him the said A. B., and in such other lawful employment, business, and affairs as he the said A. B. shall think proper to employ him during the said term, and therein shall from time to time, and at all times during the said term, do, observe, perform, and fulfil the lawful and reasonable commands and directions of the said A. B., without disclosing the same, or any of his correspondence, or the secrets of his employment, business, or dealings, to any person or persons whatsoever; and shall not nor will, during the said term, correspond with any person or persons corresponding with the said A. B., nor use any traffick or dealings for himself or on account of any other person or persons, without the consent of the said A. B. first had and obtained for that purpose in writing; and the said C. D. doth, for himself, his executors and administrators, further covenant, promise, and agree to and with the said A. B., his executors and administrators, that he the said C. D. shall and will, from time to time during the said term, write and keep a true and perfect account and accounts for him the said A. B., and will not embezzle, purloin, wilfully waste, destroy, or mispend any of the goods, wares, monies, merchandizes, or effects of the said A. B., or his correspondents, or any of them; and also that he the said C. D., his executors or administrators, shall and will from time to time, and at all times during the said term, upon request, make and give unto the said A. B., his executors and administrators, a full, true, just, and perfect account and reckoning in writing of and for all money which he shall receive in or pay out, and of all goods and commodities which he shall at any time during the said term receive in or deliver out upon the account and for the use of the said A. B., or any of his correspondents, or by the order or direction of the said A. B.; and also that he the said C. D., his executors or administrators, shall and will well and truly pay or cause to be paid unto the said A. B., his executors or administrators, all such sum and sums of money as shall appear to be due upon the foot of every such account or accounts; and also that he the said C. D. shall not nor will, at any time or times during the said term, trust or deliver forth upon credit, any of the monies, goods, wares, and merchandizes of the said A. B., or any of his correspondents, to any person or persons whatsoever, without the special licence and consent of him the said A. B.; and the said A. B. doth, for himself, his executors and administrators, covenant, promise, and agree to and with the said C. D., his executors

Articles of Agreement, under Seal, for a Book-keeper to go to Martinique.

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and administrators, that he the said A. B. shall and will, in consideration of the said services so to be done and performed by him the said C. D. as aforesaid, pay and allow or cause to be paid and allowed unto him the said C. D. the yearly sum of £—— of lawful, &c. on the four most usual quarterly days herein-after mentioned, that is to say, on the day of &c., by even and equal portions, and shall and will during the said term find and provide for the said C. D. good and sufficient meat, drink, washing, and lodging. And it is hereby declared and agreed by and between the said parties, that if the said A. B., his executors or administrators, after the arrival of the said C. D. at Martinique aforesaid, shall find him not capable, or if the said C. D. shall not be diligent and faithful in the doing and performing of the service and business of keeping the books and accounts of the said A. B., or such other business wherein he shall employ him in his trade and merchandizing as aforesaid, that then and in any of the said cases the said A. B., his executors or administrators, after three months notice or warning in writing for that purpose given to the said C. D., shall and may discharge the said C. D. from his said service, he paying him for his service up and in full to the time of his discharge, and the sum of £—— of lawful money of Great Britain for his passage to England; and that the said E. F. or the said A. B., their executors or administrators, or either or any of them, shall not from such the said discharge of the said C. D. be chargeable to allow or pay to the said C. D. all or any of the said yearly sums aforesaid, for such time of the said three years which shall be then to come and unexpired; any thing herein contained to the contrary notwithstanding. In witness, &c.

Articles of agreement indented, made, &c. between A. B. of, &c. of the one part, and C. D. and E. F. of, &c. of the other part.

Articles of Agreement, under Seal, between Two Merchants and their Clerk, respecting Goods intrusted to and to be consigned to him at New York, to sell upon Half Profits, during a Term of Years.

Whereas the said A. B. is shortly about to proceed on a voyage to New York, in United States of America: And whereas the said C. D. and E. F. have shipped with the said A. B. on board the ship or vessel called The Justina, whereof G. H. is master, now bound to New York aforesaid, divers goods, wares, and merchandizes, to the amount and value of £5,000 sterling, and intrusted the same to the care of the said A. B., for the purpose and on the conditions herein-after mentioned: Now this agreement witnesseth, and the said A. B., for himself, his executors and administrators, doth covenant, promise, and agree to and with the said C. D. and E. F., their executors, administrators, and assigns, in manner following, that is to say, that he the said A. B. shall and will take the said goods, wares, and merchandizes with him to New York aforesaid, and there sell and dispose of them to the best advantage and for the most price, and shall and will from time to time remit from thence home to them the said C. D. and E. F., their executors, administrators, or assigns, all such sum and sums of money arising from the sale of the said goods, or the produce thereof; and the said C. D. and E. F. do hereby covenant, promise, and agree to and with the said A. B., that they the said C. D. and E. F. shall and will from time to time during the term of years, to commence from the day of the date hereof, as they receive from the said A. B. the remittances or produce arising from the sale of the said goods, wares, and merchandizes so shipped and intrusted to the care of the said A. B. as aforesaid, ship and consign to the said A. B. such other goods, wares, and merchandizes as they the said C. D. and E. F. shall think proper, so as to keep a stock of goods, wares, and merchandizes in the hands and custody of the said A. B. to the amount of £5,000 sterling; and the said A. B. doth hereby for himself, his executors

and administrators, further covenant, promise, and agree to and with the said C. D. and E. F., their executors, administrators, and assigns, that he the said A. B., his executors and administrators, shall and will from time to time during the said term of years, sell and dispose of the said goods, wares, and merchandizes so to be shipped and consigned to him from time to time by them the said C. D. and E. F. to the best advantage, and for the most money that he can procure for the same; and shall and will immediately thereupon, remit home to the said C. D. and E. F., their executors, administrators, or assigns, all such sum and sums of money that shall or may arise from the sale or produce, with a true and particular account or accounts of the sales thereof; and also that he the said A. B. shall not nor will, during the said term of years, purchase or receive any goods, wares, or merchandizes whatsoever in his own name or on his own account, or in the name of any other person or persons in trust for him, but solely for the mutual benefit of him the said A. B. and the said C. D. and E. F., and also shall and will employ his whole time in disposing and vending such goods, wares, and merchandizes so shipped and intrusted to his care, and to be from time to time, during the said term of years, shipped or consigned to him by the said C. D. and E. F. And it is hereby mutually covenanted, concluded, and agreed, by and between the said parties, and it is the true intent and meaning of these presents, that all such profits, advantages, and emoluments, that shall or may at any time during the said term of years, arise or be made by the sale or produce of the goods, wares, and merchandizes now intrusted to his care and custody, and to be shipped and consigned to him as aforesaid (after full payment of all incidental charges and expences), shall be divided between them the said A. B. and C. D. and E. F., in manner following; that is to say, one moiety or half part thereof to the said A. B., his executors, administrators, or assigns, and the other moiety or half part thereof to the said C. D. and E. F., their executors, administrators, or assigns; and the said A. B., for himself, his executors, administrators, and assigns, doth hereby further covenant, promise, and agree to and with the said C. D. and E. F., their executors, administrators, and assigns, that he the said A. B., his executors, administrators, or assigns, shall and will from time to time, and at all times during the said term of years, keep or cause to be kept proper, regular, and usual books of accounts, and shall and will make or cause to be made regular entries therein of all such goods, wares, and merchandizes as he the said A. B., his executors, administrators, or assigns, shall from time to time, during the said term of years, receive from the said C. D. and E. F., and also shall and will make proper entries in the said books of account, of all such sum and sums of money or commodities which he shall receive by the sale or produce of the said goods, wares, and merchandizes, for the better ascertaining the matter aforesaid. And it is hereby further agreed by and between the said parties, that they the said C. D. and E. F., their executors, administrators, or assigns, or their agents, shall and may from time to time, and at all times during the said term of years, have free liberty to inspect, view, and examine such books of accounts so to be kept as aforesaid, and to take or cause to be taken true extracts or copies thereof. In witness, &c.

This indenture, made, &c. between A. B. of, &c. cooper, of the one part, and C. D. of, &c. of the other part, witnesseth, that the said A. B., for the consideration herein-after mentioned, doth covenant, promise, and agree to and with the said C. D., his executors and assigns, that he the said A. B. shall and will, immediately after the day of the date hereof, repair and go

Agreement for
Service at Bar-
badoes.

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Agreement from a Master to a Part Owner, that the Part Owner shall not pay above a limited Sum for the Outset of his Part.

Whereas A. B. of, &c., by bill of sale under his hand and seal, bearing date herewith, in consideration of the sum of £—— of lawful money, &c. to him paid by C. D. of, &c., did grant, bargain, and sell unto the said C. D. part of the ship or vessel called the Lion, of the burthen of 300 tons or thereabouts, whereof the said A. B. is master, as thereby, relation, &c.: And whereas the said ship or vessel is now fitting out for a voyage to Nevis, and back again to Liverpool; and it is agreed between the said A. B. and C. D. that the said C. D. is not to pay or be chargeable with any other or greater sums of money than the sum of £—— of lawful, &c., for the outset of his said part of the said ship to sea on her said intended voyage. Now therefore these presents witness, that the said A. B., for himself, his executors and administrators, doth covenant, promise, and agree to and with the said C. D., his executors and administrators, that if the outset to sea of his said part of the said ship for this her present intended voyage shall amount unto more than the sum of £—— of lawful, &c., he the said A. B., his executors and administrators, shall and will pay the same out of his and their own monies, and discharge the said C. D., his executors and administrators, therefrom, and from all actions, costs, charges, and damages by reason thereof. In witness, &c.

Agreement between the Owner of a Ship and the Surgeon for a Ship.

Articles of agreement indented, &c. between A. B. of, &c. owner of the ship or vessel called the Justina, of the one part, and C. D. of, &c., surgeon, of the other part; witnesseth, that the said A. B., for the considerations herein-after mentioned, doth covenant, promise, and agree to and with the said C. D., his executors and administrators, that he, the said A. B., shall and will, at the said ship's costs and charges, find, provide, and allow unto the said C. D., in the said ship or vessel, during her intended voyage to and , and thence to in , and return to , and to end her voyage, his lodging in the cabin of the said ship, and likewise

his full and necessary provisions, and all other accommodations for his passage in the said intended voyage; and the said C. D. doth hereby, for himself, his executors and administrators, covenant, promise, and agree to and with the said A. B., his executors and administrators, by these presents, that he the said C. D. shall and will, during all the said intended voyage, and during her stay and continuance at any port or place, and until her said voyage shall be fully completed and ended, out of the chest of medicines belonging to the said ship or vessel hereby agreed to be fully provided with every necessary drugs and medicines and instruments of surgery at the costs and charges of the said A. B., administer and apply the same unto E. F., master of the said ship or vessel, and all other the ship's company and passengers to be received and taken in during all the said voyage, all such medicines in physic and surgery as shall be proper and needful during all the said intended voyage, and according to the best and utmost of his skill and knowledge; and also shall and will, during all the said voyage, in case of accidents or otherwise, do and perform all necessary operations, as a surgeon, on the said E. F., and on all other the ship's company and passengers; and the said A. B. doth hereby, for himself, his executors and administrators, covenant, promise, and agree to and with the said C. D., his executors and administrators, that he the said A. B., his executors and assigns, shall and will pay, or cause to be paid, unto the said C. D., his executors and administrators, the sum of £—— of lawful money, &c. per month, to commence from the date hereof, for his services on board the said ship or vessel, for every month the said ship or vessel shall continue on her said voyage, and until her said voyage shall be fully complete and ended; and for true performance, &c. In witness, &c.

Whereas the above-bound A. B. hath agreed with the above-named C. D. to serve and go with the ship or vessel called the _____, whereof I. L. is master, as surgeon on board the said ship, for and during her present intended voyage to the island of Martinique, and back again to Liverpool, and thereupon the said C. D. hath, at the request of the above A. B. and E. F., paid and advanced to the said A. B. the sum of £——, being one month's pay for his said intended service during the said voyage. Now the condition, &c. that if the said A. B. shall be on board and sail and depart with the said ship from Liverpool on her said intended voyage, or otherwise, and in default thereof, if the said A. B. and E. F. or either of them, their or either of their heirs, &c., shall truly repay, or cause to be paid, unto the said C. D., his executors, &c., the said sum of £—— so by him paid and advanced as aforesaid; and in case the said A. B. shall go the said voyage, then if he does allow and discount the said £—— out of his wages or pay which shall become due for his service on board the said ship, as surgeon aforesaid; then, &c. otherwise, &c.

From a Surgeon of a Ship and his Surety, to return a Month's Pay advanced if the Surgeon does not proceed on the Voyage.

Whereas the above-mentioned A. B., master of the ship or vessel called the Tamer, lately arrived from Leghorn, and bound for Amsterdam, hath, on the day of the date hereof, by and with the order and consent of Messrs. M. and Co., merchants of Amsterdam, delivered, or will deliver unto the above-bound C. D., _____ weight of _____, taken on board in the said ship at Leghorn, belonging to the said C. D., and consigned to the said Messrs. M. and Co. of Amsterdam, notwithstanding the bills of lading for the same were not delivered up. Now the condition, &c. is such, that if the said C. D., his heirs, &c., do and shall, at all times hereafter, save and keep harmless and indemnified the said A. B., and likewise the said ship, with

To indemnify the Master of a Ship on account of his delivering Goods to a Merchant in Liverpool, notwithstanding they were consigned to another at Amsterdam, and notwithstanding

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the Bills of Lading were not delivered up to the Master.

Contract between a Master and Mariners of a British Ship in most Foreign Trades.

It is agreed between the master, seamen, and mariners of the ship _____, master, now bound for the port of _____, that in consideration of the monthly or other wages against each respective seaman and mariner's name hereunto set, they severally shall and will perform the above-mentioned voyage; and the said master doth hereby agree with and hire the said seamen and mariners for the said voyage at such monthly wages, to be paid pursuant to the laws of Great Britain; and they the said seamen and mariners do hereby promise and oblige themselves to do their duty, and obey the lawful commands of their officers on board the said ship, or the boats thereunto belonging, as become good and faithful seamen and mariners, and at all places where the said ship shall put in or anchor at during the said ship's voyage, to do their best endeavours for the preservation of the said ship and cargo, and not to neglect or refuse doing their duty by day or night; nor shall go out of the said ship on board any other vessel, or be on shore under any pretence whatsoever, without leave first obtained of the captain or commanding officer on board; that in default thereof, they will not only be liable to the penalties mentioned in the act of parliament made in the second year of the reign of king George the second, &c. intituled, "An Act for the better regulation and government of seamen in the merchant's service;" but will further, in case they should on any account whatsoever leave or desert the said ship, without the master's consent, till the aforesaid voyage be ended, and the ship discharged of her loading, be liable to forfeit and lose what wages may at such time of their desertion be due to them; together with every their goods, chattels, &c. on board, renouncing by these presents all right, title, demand, and pretension thereunto for ever, for them, their heirs, executors, and administrators. And it is further agreed by both parties, that eight and forty hours absence without leave shall be deemed a total desertion, and render such seamen and mariners liable to the penalties above mentioned. That each and every lawful command, which the said master shall think necessary hereafter to issue for the effectual government of the said vessel, suppressing immorality and vices of all kind, be strictly complied with, under the penalty of the person or persons disobeying, forfeiting his or their whole wages or hire, together with every thing belonging to him or them on board the said vessel. And it is further agreed on, that no officer nor seaman belonging to the said ship shall demand or be entitled to his wages, or any part thereof, until the arrival of the said ship at the above-mentioned port of discharge and her cargo delivered. And it is hereby further agreed between the master and officers of the said ship, that whatever apparel, furniture, and stores each of them may receive into their charge belonging to the said ship, shall be accounted for on her return; and in case any thing should be lost or damaged through their carelessness or insufficiency, it shall be made good, by such officer or seamen by whose means it may happen, to the master and owners of the said ship. And whereas it is customary for the officers and seamen on the ship's return home in the river, and whilst their cargo is delivering, to go on shore each night to sleep, greatly to the prejudice of such ship and freighters; be it further agreed by the said parties, that neither officer nor seaman shall, on

any pretence whatsoever, be entitled to such indulgence, but shall do their duty by day in discharge of the cargo, and keep such watch by night as the master shall think necessary in order for the preservation of the above. And whereas it often happens, that part of cargo is embezzled after being safely delivered into lighters, and as such losses are made good by the owners of the ship, be it therefore agreed by these presents, that whatever officer or seaman the master shall think proper to appoint, shall take charge of the cargo in the lighters, and go with it to the lawful quay, and there deliver his charge to the ship's husband or his representative, or see the same safely weighed at the king's beam; and in consideration of his true fidelity, such officer or seaman shall be entitled to two shillings and sixpence each lighter, exclusive of his monthly pay; and should it so happen (as sometimes it does) that lighters are detained a considerable time at the quay before they can be unloaded, such officer or seaman so appointed shall, in that case, be entitled to two shillings and sixpence for every twenty-four hours exclusive of his said monthly pay. That each seaman and mariner who shall well and truly perform the above-mentioned voyage, (provided always, that there be no plunderage, embezzlement, or other unlawful acts committed on the said vessel's cargo or stores) be entitled to the said wages or hire that may become due to him pursuant to this agreement. That for the due performance of each and every the above-mentioned articles, agreements, and acknowledgement of their being voluntary and without compulsion, or any other clandestine means being used, agreed to, and assigned by us. In testimony whereof, we have each and every of us under affixed our hands, the month and day against our names as hereunder written.

Place and Time of Entry.	Men's Names.	Quality.	Witness to each Man's signing.	Pay in the River.		Wages per Month, or by the Run for the Voyage.	Whole Wages.
				Whole.	Half.		
							£ s. d.

It is hereby agreed between the master, seamen, and mariners of the ship now bound for the port of _____ and _____ the master or commander of the said ship, that in consideration of the monthly or other wages against each respective seaman or mariner's name hereunto set, they severally shall and will perform the above-mentioned voyage; and the said master doth hereby agree with and hire the said seamen and

The usual Ship's Articles in the West India Trade. (1)

(1) As to these in general, see Abbott on Shipping, per totum.

Vol. III. Ch. III. mariners for the said voyage at such monthly wages, to be paid pursuant to the laws of Great Britain; and they the said seamen and mariners do hereby promise and oblige themselves to do their duty, and obey the lawful commands of their officers on board the said ship or boats thereunto belonging, as become good and faithful seamen and mariners, and at all places where the said ship shall put in or anchor during the said ship's voyage, to do their best endeavours for the preservation of the said ship and cargo, and not to neglect or refuse doing their duty by day or night; nor shall go out of the said ship on board any other vessel, or be on shore under any pretence whatsoever, 'till the voyage is ended, and the ship discharged of her cargo, without leave first obtained of the master, captain, or commanding officer on board; and in default thereof they freely agree to be liable to the penalties mentioned in the act of parliament, made in the second year of the reign of King George the second, intituled, "An Act for the better regulation and government of seamen in the merchants' service;" and the act, made in the thirty-seventh year of the reign of King George the third, intituled, "An Act for preventing the desertion of seamen from British merchants' ships trading to his Majesty's colonies and plantations in the West Indies:" And it is further agreed by the parties to these presents, that twenty-four hours absence, without leave, shall be deemed a total desertion, and render such seamen and mariners liable to the forfeitures and penalties contained in the acts above recited; that each and every lawful command which the said master shall think necessary to issue for the effectual government of the said vessel, suppressing immorality and vice of all kinds, be strictly complied with, under the penalty of the person or persons disobeying, forfeiting his or their whole wages or hire, together with every thing belonging to him or them on board the said vessel: And it is further agreed, that no officer or seaman, or person belonging to the said ship, shall demand or be entitled to his wages, or any part thereof, until the arrival of the said ship at the above-mentioned port of discharge, and her cargo delivered, nor less than twenty days in case the seaman is not employed in the delivery: And it is hereby further agreed between the master and officers of the said ship, that whatever apparel, furniture and stores, each of them may receive into their charge, belonging to the said ship, shall be accounted for on her return; and in case any thing shall be lost or damaged through their carelessness or insufficiency, it shall be made good, by such officer or seaman by whose means it may happen, to the master and owner of the said ship: And whereas it is customary for the officers and seamen on the ship's return home in the river, and during the time their cargoes are delivering, to go on shore each night to sleep, greatly to the prejudice of such ship and freighters; be it further agreed by the said parties, that neither officer nor seaman shall, on any pretence whatsoever, be entitled to such indulgence, but shall do their duty by day in discharge of the cargo, and keep such watch by night as the master or commander of the said ship shall think necessary, in order for the preservation of the above: And whereas it often happens that part of the cargo is embezzled after being delivered into lighters, and as such losses are made good by the owners of the ships; be it therefore agreed, by these presents, that whatever officer or seaman the master shall think proper to appoint, shall take charge of the cargo in the lighters, and go with the same to the lawful quay, and there deliver his charge to the ship's husband, or his representative, or see the same safely weighed at the King's beam; and in consideration of his true fidelity, such officer or seaman shall be entitled to two shillings and sixpence each lighter, exclusive of his monthly pay; and should it so happen that lighters are detained a considerable time at the quay before they can be unloaded, such officer and seaman so appointed shall in that case be entitled to two shillings and sixpence for every twenty-four hours, exclusive of his said

monthly pay; that each seaman or mariner who shall well and truly perform the above-mentioned voyage (provided always, that there be no plunderage, embezzlement, or other unlawful acts committed on said vessel's cargo or stores) shall be entitled to his wages or hire that may become due to him pursuant to this agreement; that for the due performance of each and every the above-mentioned articles and agreements, and acknowledgment of their being voluntary and without compulsion, or any other clandestine means being used, the said parties have hereunto subscribed their names, the day and month set opposite to their respective names.

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Place and Time of Entry.	Men's Names.	Quality.	Witness to each Man's signing.	Pay in the River.		Wages per Month, or by the Run for the Voyage.	Whole Wages. £ s. d.
				Whole.	Half.		

In pursuance of an act of parliament, passed in the thirty-first year of the reign of King George the Third, intituled, "An Act for the better regulation and government of seamen employed in the coasting trade of this kingdom," it is agreed, by and between the master and seamen or mariners of the ship or vessel called the _____ master, now lying in the port of _____, and bound from thence to the port of _____, that in consideration of the monthly or other wages against each seaman's or mariner's name hereunto respectively set, they the said seamen or mariners shall and will duly, diligently, and faithfully serve for the time or voyage, and in the quality or situation against each seaman's or mariner's name hereunder respectively written ; and the said master doth hereby agree with and hire the said seamen or mariners accordingly ; each and every party hereto being subject to all and every the rules, regulations, penalties, and directions in the aforesaid act mentioned. In witness whereof we have each and every of us affixed our hands, the month and day against our names respectively hereunder written.

Contracts between a Master and Mariners for Vessels of 100 Tons and upwards in the Coasting Trade.

**By the act of parliament above mentioned, the master and mariners
are subject to the following regulations; viz.**

1. The master of a vessel of 100 tons, or upwards, trading coastwise, is not to proceed on a voyage without entering into this agreement, on the penalty of £5 for each seaman or mariner so carried to sea contrary thereto.
2. Mariners are to sign this agreement at the time of entering.

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- 3. Mariners neglecting or refusing to proceed, pursuant to their agreement, forfeit to their owners all their wages due, and may be committed to the house of correction for thirty days.
- 4. Mariners absenting themselves forfeit to Greenwich Hospital two days pay for every day so absent ; and mariners deserting the ship, forfeit one month's pay to Greenwich Hospital.
- 5. Masters are to settle with the men for their wages, if demanded, within five days after entry at the custom-house, or delivery of the cargo or discharge of the mariner, unless it is expressly agreed that the wages shall be settled at any other time ; and the master is to deduct out of such man's wages the forfeitures or penalties that such person may have incurred ; under pain of forfeiting 20s. for every such default.
- 6. As all the forfeitures, except those for neglecting or refusing to proceed, go to Greenwich Hospital, the master is to keep a regular account thereof, and pay them to the Hospital within three months after being deducted.
- 7. When any mariner contracts by the voyage, and not by any stated period of time, the forfeitures to be incurred are to be calculated thus :—If he is to forfeit one month's pay, he shall forfeit a sum in such proportion to the whole voyage as one month is to the time spent in the voyage, provided the voyage exceed one lunar month ; but if it be under one lunar month, he shall forfeit his whole wages. And if he is to forfeit two days pay, that shall be calculated in the same proportion, if the voyage exceed two days ; but if the voyage be under two days, he then shall forfeit all the wages agreed upon for such voyage.

Place and Time of Entry.	Men's Names.	Quality.	What Wages.	When payable.	Witness to each Man's signing.

[This agreement being between the master and mariners of a ship or vessel for wages in the coasting trade, is exempt from duty, by the 55 G. 3. c. 184.]

Whereas A. B. of, &c. master of the ship or vessel called the Griffin, of the burthen of 600 tons, or thereabouts, now, &c. and forthwith bound on a voyage to I. and elsewhere, hath contracted and agreed with several persons for work done, goods and stores delivered for the said ship's use, for her intended voyage, as, by the several bills delivered in may appear, and the account whereof is hereon indorsed and subscribed by the part owners of the said ship, and hath also signed and delivered out several bills of lading for sundry goods and merchandizes now on board the said ship, and to be delivered at I. or other ports, whither he is now bound, at the freight therein mentioned : And whereas the said A. B., at the instance, and by and with the consent of the part owners of the said ship, hath resigned the command as master, and delivered or agreed to deliver the possession thereof to C. D. of, &c. whom the said owners have appointed to succeed him therein as master thereof. Now therefore know ye, that we, whose hands and seals are hereunto set, part owners of the said ship, do each of us, for ourselves, our executors and administrators, severally and respectively, but not jointly, nor one for the other, nor for the other's act and deed, covenant, promise, and agree to and with the said A. B., his executors and administrators, in manner following, that is to say, that each of us respectively, our executors and administrators, according to our several parts of and in the said ship by us severally subscribed with our names hereunto, shall and will pay or cause to be paid our respective proportions, according to our several parts in the ship by us respectively, of the several sums of money due and owing to the several persons by and according to the several bills by them delivered and mentioned in the indorsement hereon, and by us severally subscribed, for work done, and goods and stores delivered for the said ship's use, for her said intended voyage ; and that each of us, our executors and administrators respectively, will at all times hereafter save and keep harmless and indemnified the said A. B., his executors and administrators, and his and their goods, chattels, and estate, as well of and from our respective proportions of the said money due and owing to the said several persons by their bills delivered as aforesaid, as also of and from the said several bills of lading so by him signed and delivered, for goods and merchandizes received and on board the said ship, and from all actions, suits, costs, charges, and damages which shall or may be commenced, prosecuted, recovered, or awarded against him or them, or which he or they may sustain or be put unto for or concerning the same, in any manner howsoever. In witness, &c.

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Agreement from
Part Owners to
indemnify the
Captain from
Tradesmen's
Bills and Bills of
Lading upon his
leaving the Ship.

Whereas the ship called the Lion, of the burthen of 600 tons, or thereabouts, whereof A. B. is master, lately arrived at P. from the island of St. Kitt's, did in her homeward voyage meet with a violent storm and bad weather, by reason whereof, and for the preservation of the said ship and cargo and her loading from being utterly lost, the said master was forced to cut away, and did cut away, and throw overboard, her masts and riggings ; and the said ship suffered other damages in her hull, and it is believed her loading has also received great damage. Now we, whose hands and seals are hereunto set, part owners of the said ship, and freighters or persons concerned in, or to whom the goods and loadings of the said ship are consigned, do hereby, for ourselves, our executors, and administrators, severally and respectively, and not jointly, nor one, &c. covenant and agree to and with the said A. B., his executors and administrators, that the loss and damage sustained by the said ship and her goods and loading in her said homeward voyage shall be adjusted and determined by C. D. and E. F. of, &c. (whom we do for that purpose hereby severally desire, order, and empower to value and adjust the same, and to award and order such an

Agreement from
Part Owners and
Freighters of a
Ship, that an
Average on a
Ship and Load-
ing for Damages
sustained by the
Ship shall be
settled by Two
Persons.

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average upon the said ship, and the goods and merchandizes therein which are saved, as they shall think just, reasonable, and sufficient, and to pay and make good the loss and damage sustained as aforesaid); and that each of us respectively, for and in respect of our several parts in the said ship and her loading, will bear and pay our respective proportions, according to our parts in the said ship and her loading, and the value of our goods and merchandizes therein, of such average which the said C. D. and E. F. shall, by writing under their hands and seals, award, declare, order, and appoint in that behalf. And for the true performance, &c. In witness, &c.

Agreement from Part Owners to pay the Proportions of such Bills as the Captain shall draw on Two of them on the Ship's Account during the Voyage.

We, whose hands and seals are hereunto subscribed, part owners of the ship or vessel called the N., of the burthen of tons, or thereabouts, whereof M. is master, and bound on a voyage to L., do each of us, for ourselves, our executors and administrators, severally and respectively, but not jointly, nor one for the other, nor for the other's act and deed, covenant, promise, and agree to and with A. of, &c. and B. of, &c. also part owners of the said ship or vessel, severally and respectively, and their several and respective executors and administrators, by these presents, that each of us respectively, our executors and administrators, according to our several parts of and in the said ship or vessel by us severally subscribed with our names hereto, shall and will pay or cause to be paid unto the said A. and B., on demand, our several proportions, according to our said respective parts of the said ship, of all such sum and sums of money which shall become due and payable upon any bill or bills which shall or may be drawn or charged on the said A. and B., or either of them, by the said M. the master of the said ship or vessel, during her intended voyage, for or on account of the said ship or vessel, or the owners thereof, or when or as any such bill or bills shall from time to time become payable: And we severally order the said A. and B., or either of them, to accept all or any such bill or bills which the said M. shall draw on them, or either of them, for or on account of the said ship or vessel, or the owners thereof. In witness, &c.

Bond from a Factor and his Surety to his Principal for faithful Service abroad.

Know all men by these presents, that we, C. D. of, &c. and E. F. of, &c. in the county of, &c. gentlemen, are held and firmly bound to A. B. of, &c. merchant, in two thousand pounds of good and lawful money of Great Britain, to be paid to the said A. B., or to his certain attorney, his executors, administrators, and assigns, for which payment to be well and truly made we bind ourselves, and each and either of us by himself for and in the whole, our heirs, executors, and administrators, and of either of us, firmly, by these presents, sealed with our seals, dated this day of, &c. in the year of the reign, &c.

Whereas the above-named A. B. hath, at the request of the above-bound E. F. and C. D., retained the said C. D. as his factor, to serve him at Port Royal in Jamaica, and other ports and places beyond seas; and the said C. D. is, upon his departure for Port Royal aforesaid, to take upon him the said business and employment: Now the condition of this obligation is such, that if the said C. D. shall from time to time and at all times during his employment abroad in the service of the said A. B., whenever he shall be thereunto required by the said A. B., his executors, administrators, agents or assigns, make and give unto him or them true and perfect accounts in writing of, for, and concerning all and every such goods, merchandise, money, bills of exchange, and other things whatsoever, at any time or times hereafter consigned or sent to him the said C. D. by or from the said A. B., his executors, agents, or assigns; and of and from all and every the return, proceed, and benefit to be had or gotten for or in respect of the said goods,

money, merchandizes, bills of exchange, and other things whatsoever, for which he the said C. D. shall or may be charged or answerable, and which shall come to or be committed to his charge, custody, or disposition, by and from the said A. B. or any other person or persons, wherewith the said C. D., his executors or administrators, shall, can, or may be lawfully charged or chargeable by reason of his said employment in any respect whatsoever, and shall likewise well and truly remit, pay, and deliver unto the said A. B., his executors, administrators, and assigns, upon every such account made, all such money, goods, wares, merchandizes, notes, securities for debts, and other things in his hands, in such nature and quality as the same shall then be and consist, as by and upon the same account shall appear to be due or belong to the said A. B. his executors or assigns. And farther, if the said C. D. shall from time to time, during the said employment, follow the orders and directions of the said A. B., his agents and assigns, concerning the management of his business, and the sale, disposal, and proceeds of all and every the goods, merchandizes, and effects committed to his care: Then this obligation shall be void, or else to remain, &c.

Know all men by these presents, that I [or we] (the obligor or obligors) of, &c., am [or are] holden and firmly bounden unto (the obligee) [or (obligees)] of, &c., in the penal sum of £—— of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to be paid to the said (obligee) [or (obligees) or one of them, or their or] his executors, administrators, or assigns, or his or their lawful attorney or attorneys; for which payment to be faithfully and truly made, I bind myself, my heirs, executors, and administrators, [or we bind ourselves, and each of us, jointly and severally, and our, and each of our heirs, executors and administrators, and every of them], firmly by these presents, sealed with my seal [or our respective seals], dated this day of , in the year of the reign, &c., and in the year of our Lord .

Bond by a
Surety for the
Fidelity of a
Clerk in a
Counting House
or Office of
Trust.

Whereas the above-named (employed) hath taken the above-named (clerk) of, &c., into his service as a clerk, and the above-bounden (surety) hath agreed to enter into the above-written obligation, for his fidelity in the said employ. Now the condition of the above-written obligation is such, that if the said (clerk) do and shall, from time to time and at all times, so long as he shall be in the service or employ of the said (employer), well, truly, and faithfully account for, pay over, and deliver unto him, the said (employer), his executors, administrators, or partners or assigns, or to such other person or persons as he or they shall direct, all and every the sum and sums of money, books, papers, matters, and things of or belonging to the said (employer), which shall at any time, and from time to time, be received by or come to the hands of him, the said (clerk); and also do and shall act and conduct himself at all times with fidelity, integrity, and punctuality in and concerning the matters and things which shall or may be reposed in or entrusted to him, as such clerk as aforesaid: Then, &c. or else, &c.

Whereas the said (clerk) hath been admitted a clerk in the company, and the said (surety) hath agreed to enter into the above-written obligation, for his fidelity in the service of the said company. Now the condition of the above-written obligation is such, that if the said (clerk) do and shall, from time to time and at all times hereafter, during his continuance in the service of the said company, faithfully, honestly, diligently, and carefully execute, perform, and discharge the said service, and all and every other

The like for a
Clerk to a Pub
lic Company.

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service of the said company wherein he is, shall, or may be employed, and shall and do, so soon as he shall be thereunto required, make and deliver a just and true account, in writing, of all sum and sums of money, cash, notes, and bills which shall come to the hands of the said (clerk), or which he shall be entrusted with by or on account of the said company; and also make good, answer for, and pay the monies due on the balance of such account to the said company, or such person as the said company or the court of directors thereof for the time being shall appoint; and if the above-bounden (surety) shall and do moreover well and sufficiently save, defend, keep harmless and indemnified the said company, and the directors and all other members thereof, from and against all losses, costs, charges, damages, and expences for or by reason of any act, deed, matter, or thing whatsoever done or to be done by him, the said (clerk), in or during the said service: Then, &c. or else, &c.

Bond of Indemnity to one bound in a Bond to the Governor and Company of the Bank of England for a Person's Fidelity, &c.

Whereas the above-named A., at the special instance and request, and together, with the above-bound B. and C., by obligation under, &c. bearing date, &c. became and stood jointly and severally bound unto the Governor and Company of the Bank of England for the sum or penalty of one thousand pounds of lawful, &c. with condition underwritten (reciting therein that the said B. was chosen into the service of the Governor and Company of the Bank of England), that if the said B. should, at all times during his continuance in the said service, by virtue of his last or any future election, faithfully and diligently execute, perform, and discharge the same, and so soon as he should be thereunto required, from time to time to give a just and true account of all monies, notes, bills, bonds, tallies, orders, papers, writings, books, and other things that within the said service shall come to the hands of the said B., or which he shall be intrusted with, and make good, answer, and pay the balance of such account to the said Governor and Company, or the Court of Directors of the said Governor and Company, or to such person or persons as they shall appoint, and all interest, if any, thereupon, and to indemnify, &c.; then the said recited obligation to be void [or to that effect] as thereby relation, &c. Now the condition, &c. [as common].

Bond of Indemnity to one bound to the Treasurer of his Majesty's Customs for the Fidelity of a Clerk.

Whereas the above-named A. at the request, &c. together with C. of, &c. in and by one obligation, bearing date, &c. is, and standeth jointly and severally bound with the said B. and C. unto D. in the penalty of with condition [reciting therein that the said D. is treasurer of His Majesty's customs in the port of London, and by reason of such his office is intrusted with the taking of several bonds and other instruments on His Majesty's account, from merchants and others, and to keep several books of account, and had employed the said B. as his clerk], that if the said B. shall, at all times during his continuance in the said service, faithfully behave himself in the executing the same, and shall be punctual, according to his knowledge, in taking of all bonds, writings, deeds, evidences, papers, and instruments whatsoever, which shall be taken or pass through his hands, and be under his care, during his continuance in the said employment, and shall safely keep and secure all such writings until he shall deliver them unto the said D., or be thereof by him discharged, and in all things behave himself as a faithful servant and clerk in discharge of the trust reposed in him; then the said obligation to be void [or to that effect] as thereby relation, &c. Now the condition, &c.

Whereas the above-named C. D., at the request of the above-bound A. B., hath employed E. F. merchant, now residing at M., as his factor, and hath consigned goods and merchandizes to him, to be by him sold and disposed of for the account of the said C. D., and the effects returned as he shall from time to time order. Now, the condition, &c. That if the said E. F. shall and do use his best endeavours, in the sale and disposal of all such goods and merchandizes, which the said C. D. hath consigned, and shall send and consign to him the said E. F. by any ship or vessels departed out, and to depart for M. this present season or summer, according to the order of the said C. D., for the most profit and advantage that he can, and return and consign back the produce thereof according to the orders of the said C. D.; and also if the said E. F. shall and do, upon the request of the said C. D., his executors, &c., make and give unto him and them just and true accounts in writing of all such goods and merchandizes so sent and consigned, or which shall be sent and consigned to the said E. F. by the said C. D. by any such ship or vessels, in this present season or summer, as aforesaid, and of the sale and disposal, effects and produce thereof: Then, &c. Otherwise, &c.

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Bond, that a Factor shall dispose of the Goods consigned to him to the best Advantage, and return Effects according to Order.

Whereas, by certain Articles of Agreement indented, bearing date herewith, after reciting that the above-bounden A. B. was shortly about to proceed on a voyage to New York, in the United States of America, and that the above-named C. D. and E. F. had shipped on board the ship or vessel called the — whereof G. H. is master, bound to New York aforesaid, and intrusted to his care, divers goods, wares, and merchandizes, to the amount and value of £5000, it was agreed between the above-bounden A. B. and the above-named C. D. and E. F., that the said A. B. should take the said goods, wares, and merchandizes to New York aforesaid, and there sell and dispose of the same to the best advantage, and remit from thence home, from time to time, to them the said C. D. and E. F., their executors, administrators, and assigns, the money arising from the sale of such goods, or the produce thereof; and that the above-named C. D. and E. F. should, from time to time during the term of — years, to commence from the date hereof, as they received such remittances or produce, ship and consign such other goods, wares, and merchandizes as they should think proper, to the said A. B. to New York aforesaid, so as to keep a stock of goods in the hands of the said A. B. to the amount and value of £5000; and that the said A. B., his executors, administrators, or assigns, should from time to time dispose of the said other goods, wares, and merchandizes so to be sent to him from time to time, during the said term of — years, to the best advantage, and the most money that could be got for the same, and to remit the money to arise therefrom or the produce thereof, from time to time, as he should dispose of the same, to the said C. D. and E. F., their executors, administrators, and assigns; and it was further agreed, that the said A. B. should not, during the said term of — years, purchase or receive any goods, wares, or merchandizes whatsoever, in his own name, or on his own account, or in the names of any other person or persons in trust for him, but solely for the mutual benefit of himself and the said C. D. and E. F., and employ his whole time in disposing of such goods as the said C. D. and E. F. should, during the said term, from time to time ship and consign to him; and it was thereby further agreed, by and between the above-bounden A. B., his executors, administrators, and assigns, and the above-named C. D. and E. F., their executors, administrators, and assigns, that all such profits and emoluments as should or might arise by the sale of the said goods, should, after payment of all expences, be divided between them, the said A. B., C. D., and E. F., their executors, administrators, and assigns, as therein mentioned; and it was thereby further agreed by and

Bond to secure the Value of Goods intrusted by Two Merchants to their Clerk, and all other Goods to be consigned to him at New York, to sell upon Half Profits, during a Term of Years.

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between the above-bounden A.B., his executors, administrators, and assigns, and the said C.D. and E.F., their executors, administrators, and assigns, that he the said A. B., his executors, administrators, or assigns, should from time to time, and at all times during the said term of ———, keep proper books of accounts, with regular entries therein made, of all such goods, wares, and merchandizes as he should so receive during the said term, and also make regular and proper entries, in such books of account, of all such sum and sums of money as he should receive for the said goods, for the better ascertaining the matters aforesaid; and that they the said C. D. and E. F., their executors and administrators, or their agents, should and might, from time to time, during the said term of ——— years, have free liberty to inspect, view, and examine such books of accounts so to be kept as aforesaid, and to take or cause to be taken true extracts or copies thereof. Now the condition, &c. That if the above-bounden A. B., his heirs, executors, or administrators, shall and do sell and dispose of the goods, wares, and merchandizes belonging to the above-named C. D. and E. F. now to be taken out by him, and all such other goods, wares, and merchandizes as shall or may, from time to time during the said term of ——— years, be shipped and consigned to him by the said C. D. and E. F. to New York aforesaid, to the best advantage, and as he or they shall receive the money and produce thereof, immediately remit the same, with a true and particular account of the sales of such goods, and the receipts of the money arising therefrom, to the said C. D. and E. F., their heirs, executors, and administrators; and also if the said A.B. shall not nor do, during the said term of ——— years, purchase or receive any goods, wares, or merchandizes in his own name, or on his own account, or in the name of any other person or persons in trust for him, and shall not nor do, during the said term, employ his time in any other manner than in disposing of the goods intrusted to his care as aforesaid, or at any time hereafter, during the said term of ——— years, to be shipped and consigned to him; and also, if the said A.B., his heirs, executors, or administrators, shall and do keep a proper, regular, and usual book of account, wherein shall be entered a just and particular account of the receipts of such goods, wares, and merchandizes, and the monies arising from the sale thereof, and shall and do permit such books of accounts to be always open for the inspection of them the said C. D. and E.F., their executors, administrators, or assigns, or agents for them, to take or cause to be taken true extracts and copies thereof, from time to time, during the said term of ——— years, as they shall think proper; and also if the said A. B. shall not nor will, during the said term of ——— years, contract any debts or give any bonds, bills, notes, or writing, by which the said C. D. and E. F., their or either of their heirs, executors, administrators, or assigns, may become liable to pay, or be put to any costs, charges, payments, sums of money, and damages, for and concerning the same, in any manner howsoever: Then, &c. Otherwise, &c.

Bond, that the Master of a Ship shall deliver up the same to the Owners on demand.

Whereas the above-named C. D. and the rest of the part owners of the ship or vessel called the Justina, of the burthen of 300 tons, or thereabouts, now in the river Thames, admitted and employed the above-bound A. B. to serve as master of the said ship for such voyage and for so long time as they the said part owners, or the major part of them, shall think fit, and have thereupon delivered the actual possession of the said ship, with all her appurtenances, unto the said A. B. Now the condition, &c. That if the said A. B. shall and do peaceably and quietly deliver up the said ship, and the actual possession thereof, unto the said C.D., or unto such other person or persons as the said part owners, or the major part of them, shall for that purpose order and appoint, together with all and singular the furniture, tackle, apparel, and other appurtenances and things whatsoever to the said

ship or vessel belonging, and which shall belong, at the time the same shall be required by the said part owners, or the major part of them (reasonable wear and tear thereof excepted), freed of all charges and incumbrances whatsoever, to be done, committed, or suffered by the said A. B. in any manner howsoever: Then, &c. Otherwise, &c.

Whereas there is due and owing, by and from several persons at, &c., to the part owners of the ship or vessel called the —, of the burthen of — tons, or thereabouts, whereof the above-bounden A. B. is master, the sum of £—, for freight on account of the said ship's homeward voyage from Barbadoes in the year —. Now the condition, &c. That if the said A. B. shall and do use his best endeavours in and about the recovering and receiving the said sum due and owing as aforesaid, they the said part owners allowing and paying the said A. B., his executors, &c., their respective full parts, in proportion to their parts in the said ship, of all the charges and expences in and about the recovery and receiving the same; and also, if the said A. B., his executors, &c., shall and do well, &c. pay or cause, &c., and make good unto the said part owners, their executors, &c. respectively, their several and respective parts and shares in proportion, according to their parts in the said ship, of the said sum of £—, due as aforesaid, when and as soon as the same, or any part thereof shall be recovered and received: Then, &c. Otherwise, &c.

Bond from the Master of a Ship to the Owners to pay them Money due for Freight, as soon as he has recovered the same.

Whereas the above-bound A. B. and C. D. are bound out on a voyage to M., and other parts beyond seas; and whereas the above-named E. F., at the request of the said A. B. and C. D., hath shipped, or is to ship, on board some ship or ships for M., — of —, particularly mentioned in the invoice thereof, which goods, by agreement, are to be consigned to the said A. B. and C. D. at M., and they have agreed and do hereby agree to receive the same at M., and pay the freight thereof to the said place, and to dispose of the said goods, and run all the risks of the same after their arrival there, and to answer, pay, and make good to the said E. F. at L, for the said goods, and his profits thereby, and for his bearing the risk thereof to M., the sum of £—, as hereunder mentioned. Now the condition, &c. That if the said A. B. and C. D., their executors, &c., or either or any of them, shall and do receive the said goods upon their arrival at M., and pay the freight thereof to the said place, and run all risks of the same after their arrival there, and do and shall truly pay or cause, &c., satisfied and made good unto the said E. F. and his executors, &c. in L. for the said goods, and his profits thereby, and for his risk thereof to M. as aforesaid, the said sum of £—, on, &c., all further advantages by or in respect of the said goods being for the proper accounts of the said A. B. and C. D.: Then, &c. Otherwise, &c.

Bond to pay Money for the Goods sold, and for Freight and Insurance, upon their Arrival at M., and to bear all Risk afterwards.

Whereas the above-named A. B. hath, at the request of the above-bound C. D., and with the consent of the above-named E. F. and G. allowed and employed the said C. D. to go master of the ship or vessel called the Justina, of the burthen of 300 tons or thereabouts, now lying in the port of —, whereof the said A. B., E. F., and G. are part owners, for an intended voyage mentioned in the orders hereunto annexed, and hath intrusted him and J. M., who is appointed supercargo, with the sale and disposal of a cargo on board the said ship, belonging to the said A. B., &c. for their account and benefit, amounting to the value of £20,000, the receipt whereof the said C. D. doth hereby acknowledge, and which the said C. D. hath undertaken, and doth hereby undertake, that he, with the said J. M., or one

Bond from a Master of a Ship that undertakes for himself and Supercargo, a Minor, to follow Orders annexed, to send up an Inventory, to carry no Goods out, to claim no Privilege but what is expressed, to

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keep an Account of Sale of the Cargo, and a Journal of the Voyage, and to deliver up the Ship.

of them, will carefully and faithfully dispose of, according to the orders hereunto annexed, and is likewise contented to become bound for the said J. M.'s observing the said orders, and performing his trust as supercargo as aforesaid. Now the condition, &c. That if the said C. D. and J. M., or either of them, shall and do well and truly observe and perform all and every the orders and instructions which the said A. B., E. F., and G., or the major part of them, have given, or shall from time to time hereafter give or send in writing, under their hands, to the said C. D. and J. M., concerning the ship and cargo aforesaid, and her voyage; and also, if the said C. D. shall and do transmit or send to the said A. B., E. F., and G., or some of them, a full, true, and perfect inventory of the said ship, the *Justina*, and of her stores, at Gravesend, before her departure from thence; and if the said C. D. and J. M., or either of them, do not nor shall carry any goods or adventure in or with the said ship, for their or either of their own proper use or account, or for the account of any other person or persons, but only for the said A. B., E. F., and G., and shall not claim, expect, pretend to, or take any other benefit, allowance, or privilege whatsoever, as commander or master, or supercargo of the said ship, than what is mentioned to be allowed to them in the said articles or instructions hereunto annexed, and — tons of the said ship's tonnage, which is allowed the said C. D. freight-free from L. to B. (as the case may be); and likewise, if the said C. D. and J. M., or either of them, shall and do, at all times during the said voyage, keep a just and true account in writing of the sale and disposal, pursuant to the orders aforesaid, of all the cargo aboard the said ship, which the said owners and proprietors have intrusted them with, and a journal of the said voyage, and deliver the said account and journal within — days after the said ship's arrival at the said port of L., or other the delivery port in England, to the said A. B., E. F., and G., or some of them, and shall likewise deliver up to them the said A. B. &c., or to such other person or persons as they or the major part of them shall appoint, the actual and peaceable possession of the said ship, with all the stores belonging to her, according to the inventory thereof to be taken and sent to them the said A. B. &c. as aforesaid, and of all other things that shall belong to her, at what time soever the same shall be required of him, reasonable wear and tear excepted; and likewise if the said C. D. shall and do, in all other respects, well, truly, and faithfully acquit and discharge himself in and concerning all other matters and things relating to the said ship and cargo, and the trust reposed in him by the said A. B. &c., as master of the said ship during the said voyage, which he hath undertaken to perform, and give a true account thereof, as aforesaid, according to the true intent and meaning of the said orders, and of the said parties, and of these presents: Then, &c. Otherwise, &c.

Bond from a Chief Mate to do the same thing, if the Master dies.

Whereas the above A. B., F., and G., part owners of the ship, whereof C. D. is commander, have, at the request of the above-bound G., allowed and employed him to go as chief mate of the said ship, for her intended voyage, mentioned in the order hereunto annexed, and in case of the decease of the said C. D. at any time during the said voyage, have appointed the said G. to succeed him the said C. D. in the command of the said — ship, as master thereof, and in which case the said G., with J. M., who is appointed supercargo, will be also intrusted in the sale and disposal of the cargo on board the ship, belonging to the said A. B., &c., and for their account and benefit, amounting to the value of £20,000, all which, in case of the decease of the said C. D., the said G. doth hereby undertake, that he or the said J. M., or one of them, will carefully and faithfully dispose of the said cargo, according to the orders hereunto annexed; and the said G. is contented in case of such decease of the said C. D., to become bound to the said J. M.'s

observing the said orders, and performing his trust, as supercargo aforesaid, in such manner as the said C.D. should have done, according to the tenor of his bond, of the date hereof, hereunto also annexed. Now the condition, &c. That in case the said C.D. shall, at any time during the said voyage happen to depart this life, then if the said G. and J.M., and either of them, shall and do, &c. [*as in the last, till the words, "from L. to B.," and then comes in*] in case the said C. D. shall happen to die before the said ship's arrival at L. ; and likewise if the said G. and J. M. shall and do immediately after the decease of the said C. D., at all times during the residue of the said voyage, keep a just, &c. [*as in the last*], and a journal of the remainder of the said ship's voyage, &c. [*as in the last, till the words "according to the inventory thereof," where, instead of the words "to be taken and sent," comes in*] which the said C. D., according to his obligation in that behalf, shall take and send to the said A. B., &c., or some of them, before the ship's departure from Gravesend ; and then, and of all other things, &c. [*as in the last, till the words "according to the trust reposed in him," where comes in*] as master of the said ship, in case of the decease of the said C. D. during the then residue of the said voyage, &c. [*as in the last*].

Whereas the above-named C. D., at the request of the above-bound A. B., hath admitted and employed the said A. B. to serve as master of the ship or vessel called the Justina, of the burthen of 300 tons, or thereabouts, now bound to the island of Martinique, for such voyage, and so long time as he the said C. D., or other the part owners thereof that shall employ her, shall think fit, and have thereupon delivered the actual possession of the said ship, with all her appurtenances, unto the said A. B. Now the condition of the above-written bond or obligation is such, that if the said A. B. shall and do, at all times hereafter, perform and follow all such lawful orders and directions relating to the said ship, and such voyage or voyages as the said C.D., his executors, administrators, or assigns, or other the part owners thereof that shall employ her, shall from time to time give and direct, and shall at all times use his utmost care for preserving the said vessel, with her appurtenances, from all spoil and damage, and shall not, directly or indirectly, do, or suffer or procure to be done, any act or thing whatsoever whereby the said vessel shall or may be forfeited, seized, extended, charged or chargeable ; and also, if the said A. B. shall and do peaceably and quietly deliver up the said ship, and the actual possession thereof, unto the said C. D., or unto such other person or persons as the said C. D., or other the part owners thereof, or the major part of them, shall for that purpose order and appoint, together with all and singular the furniture, tackle, apparel, and other appurtenances and things whatsoever to the said ship or vessel belonging, and which shall belong, at the time the same shall be required by the said C. D., or other the part owners thereof, or the major part of them (reasonable wear and tear thereof excepted), free of all charges and incumbrances whatsoever to be done, committed, or suffered, by the said A. B. in any wise howsoever ; and if the said A. B. shall and do, from time to time, upon request of the said C. D., his executors or assigns, or other the part owners thereof, or the major part of them, make ready and give unto him or them a just and true account in writing of all freight and monies which he shall from time to time receive, pay, or disburse for or on account of the said ship, and all other matters and things relating to the said ship's service and employment, and of the said affairs and transactions in and about the same, and shall and do likewise pay to the said C. D., his executors or assigns, or other the part owners thereof, or some of them, all such sum and sums of money as he shall from time to time receive, and upon any such

Bond from a Master of a Ship, to follow Orders, and deliver up a Ship, and give an Account of Freight and Monies received and paid.

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account or accounts shall appear to be received, or belong and be due and payable to the said C.D., and to the others, the part owners of the said ship: Then, &c. Otherwise, &c.

Bond from a Chief Mate of a Ship let by Charter-party to perform Covenants, follow Orders, give up an Account, and deliver up the Ship, and likewise for a Second Mate.

Whereas by a charter-party made, &c. as thereby relation, &c.; and whereas the above-bounden D. is entertained and admitted to serve and go as first or second mate of and in the said ship during the said intended voyage, and is to succeed the said A., the present master of the said ship, and to be and act as master thereof in case of the decease of the said A., and the first or chief mate of the said ship, during the said voyage, and in case of such the decease of the said (A. and —) he the said D. hath agreed and promised to do and perform all matters relating to the said ship and her intended voyage, as well which are mentioned and contained in the said recited charter-party, as in any other writings or orders given by and under the hands of the said B. and C., or others the part owners of the said ship, or the major part of them. Now, therefore, the condition, &c. That if during the said intended voyage the said A. (and —) shall happen to depart this life, and the said D. shall them survive, that then and in such case he the said D. shall and will accordingly take upon him the office, care, and government of the said ship, as master thereof, for the then residue of her said intended voyage; and shall truly do and perform all the several covenants, articles, clauses, and agreements, which are mentioned and contained in the said recited charter-party, relating to the said ship, and her said intended voyage, and the cargo of —, and effects and produce thereof, as also of any other matters and things whatsoever therein mentioned and contained, by and on the part and behalf of the said master to be performed in any manner howsoever, and shall and do likewise observe and perform the orders, directions, and instructions given by the part owners of the said ship, or the major part of them respectively, relating to the said premises, as far as may be or can; and also if the said D. do and shall make and give a just and true account, in writing, of all monies, goods, effects, and other things whatsoever, which he shall receive, or which shall be delivered or come to his charge, care, custody, or possession, or wherewith he shall or ought to be charged or chargeable, and deliver the same to such person or persons to whom the same shall belong, or be ordered and consigned, and acquit and discharge himself therefrom; and also shall and do (the perils and dangers of the seas and other inevitable accidents excepted) deliver the actual possession of the said ship to B. and C., and other the part owners thereof, with all her appurtenances, stores, and provisions, and free of all debts and incumbrances by him the said C. D. to be committed: Then, &c.

Indemnity Bond, to Trustees of a Public Incorporated Insurance Company, for the due Service of a Clerk while in Service of Company. (1)

Whereas J. H. Wilkinson hath been chosen and admitted into the service of the Globe Insurance Company. Now, therefore, the condition of this obligation is such, that if the said J. H. Wilkinson do and shall, from time to time, and at all times hereafter, during his continuance in the said service of the said company, faithfully, honestly, diligently and carefully execute, perform, and discharge the said service, and all and every other services of the said company wherein he is, shall, or may be employed, or whereunto he is, shall or may be called, and shall, so soon as he shall be thereunto required, give and deliver, in writing, a just and true account of all monies,

(1) See 2 Camp. 422. This bond remains in force during the period the clerk continues to serve the company, though there be changes

among the individual members, of whom the company is composed. See the cases cited in 4 Taunt. 672.

notes, bills, &c. which in the said service shall come to the hands of the said J. H. Wilkinson, or which he shall be entrusted with by or on account of the said company, and also make good, answer for, and pay the monies due on the balance of such account to the said company, or such persons as the said company, or the court of directors thereof for the time being, shall appoint, and shall and do moreover well and sufficiently save harmless and keep indemnified the said company, and the directors, and all other members thereof, from and against all losses, &c., for or by reason of any matter, &c. done or omitted to be done by the said J. H. Wilkinson in or during the said service: Then this obligation to be void, &c.

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Memorandum of an agreement made this 1st day of January, A. D. 1823, between A. B. of London, merchant (by E. F., his attorney, "or agent," by him thereunto lawfully authorized) of the one part, and C. D. of, &c. of the other part.

Form of an Agreement, signed by an Agent or Attorney, for his Principal. (1)

Whereas the said A. B. is possessed of [*here state recitals, &c. as ante*], and then proceed thus], and the said A. B. doth agree, &c. [*state that the principal agrees, and not the agent, and then the other party's agreement, and conclude as follows.*] In witness whereof E. F. of, &c. the attorney "or agent" for the said A. B. lawfully authorized in that behalf, hath hereunto subscribed the name of the said A. B., the day and year first above written.

A. B. by E. F.

This indenture, &c. (*describe the parties, &c. precisely as if the principal himself were to execute the deed, and conclude as follows*). In witness whereof E. F. of, &c., the attorney of and for the said A. B., lawfully authorized in that behalf by a certain power of attorney, an attested copy whereof is hereunto endorsed, (or "hereunto annexed,") hath hereunto set the name and seal of the said A. B., the day and year first above written.

A. B. by E. F.

Form of a Deed executed by an Attorney, or Agent, for his Principal, by virtue of a Power for that Purpose. (2)

Signed, sealed, and delivered by E. F. as the attorney, in the name and as the act and deed of the within-named A. B., in the presence of us,
L. M.
N. O.

N. B. In delivering the deed the attorney should say, "I deliver this as the act and deed of the within-named A. B."

An agreement had, made, concluded, and agreed upon, this 15th day of July, 1817, between Charles Lavender, of Elston, in the county of Bedford, auctioneer, as agent for and on the part and behalf of Samuel Randall, of the same place, gent., of the one part, and Wm. Spittle, of Pinner, in the county of Middlesex, innholder, of the other part. First, the said Charles Lavender, in consideration of the sum of £1500, to be paid by the said Wm. Spittle, as hereinafter mentioned, doth hereby, for the said Samuel Randall, his heirs, executors, and administrators, and every of them, promise by these presents, that he the said Charles Lavender, his heirs and assigns, (and all and every other person and persons claiming or to claim any right,

Agreement, by an Agent, so as to avoid his Personal Liability. (3)

(1) See ante, 1. note.

(2) See ante, 1. note.

(3) See this form, in 2 Brod. & B. 452. It is by no means advisable to be followed. See the next precedent. It is in general most advisable to frame an agreement signed by an agent for his principal, precisely as if the prin-

cipal were personally the contracting party, and to describe the agreement as made between the principals, stating that the principals agree or covenant, &c. By this means the agent will avoid the risk of being personally liable. See ante, 3 vol., and cases there cited.

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title, or interest under him, or any other person or persons whomsoever, of, in, or to the hereditaments and premises hereinafter mentioned) shall and will, at the proper costs and charges of the said Samuel Randall, his heirs, executors, administrators, and assigns, on or before the 4th day of October next, make out and produce a good and clear title to, and at the costs and charges of the said Wm. Spittle, by such conveyances, ways, and means in the law, as he, the said Wm. Spittle, his heirs and assigns, or his and their counsel, shall reasonably devise, advise, or require, and well and sufficiently grant, sell, release, convey, and assure to the said Wm. Spittle, and his heirs, or to whom he or they shall appoint or direct, all that, &c. (setting out the property to be sold) with covenants to be therein contained, that the said premises, at the time of executing such conveyance, are free from all incumbrances and demands whatsoever, and all other usual covenants; in consideration whereof the said Wm. Spittle, for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree to and with the said Charles Lavender, his heirs, executors, and administrators, by these presents, that he, the said Wm. Spittle, his heirs, executors, or administrators, or some of them, on having such good title made out and produced, and the said premises so assigned and conveyed to his heirs and assigns as aforesaid, shall and will well and truly pay, or cause to be paid, unto the said Charles Lavender, his heirs, executors, or administrators, as agent for the said Samuel Randall, as aforesaid, the aforesaid sum of £1500 for the same in the manner following, (that is to say, &c.), but as the conveyance deeds will be executed on the 4th of October next, the said Wm. Spittle is to execute a mortgage of all the aforesaid premises to the said Samuel Randall, as a security for the sum of £1500. Witness their hands, the day and year first above written.

(Signed)

Charles Lavender.
William Spittle.

Witness, &c.

I hereby sanction this agreement, and approve of Charles Lavender having signed the same on my behalf.

Sam. Randall.

Apprentices.

Usual Form of
Indenture of
Apprentice in
Trade between
Apprentice and
his Father and
Master. (1)

THIS indenture witnesseth, that A. B. doth put himself apprentice to C. D. to learn his art, and with him (after the manner of an apprentice) to serve from the _____ unto the full end and term of seven years from thence next following, to be fully complete and ended; during which term the said apprentice his master faithfully shall serve, his secrets keep, his lawful commands every where gladly do; he shall do no damage to his said master, nor see to be done of others, but to his power shall let or forthwith give warning to his said master of the same; he shall not waste the goods of his said master, nor lend them unlawfully to any; he shall not commit fornication, nor contract matrimony within the said term; he shall not play at cards, dice, tables, or any other unlawful games, whereby his said master may have any loss, with his own goods or others during the said term without licence of his said master; he shall

(1) See Chitty on Apprentices, per tot. and 54 G. 3. c. 96. It is obvious that this usual printed form is not well framed. In so important a contract it would be advisable to provide more particularly for future events, return of proportion of premiums, and for the death of either party. See the next precedent.

neither buy nor sell; he shall not haunt taverns or playhouses, nor absent himself from his said master's service day or night, unlawfully, but in all things as a faithful apprentice he shall behave himself towards his said master and all his, during the said term. And the said A. B., his said apprentice, in the art of _____ which he useth, by the best means that he can, shall teach and instruct, or cause to be taught and instructed, limiting unto the said apprentice sufficient meat, drink, lodging, and all other necessities during the said term. (1) And for the true performances of all and every the said covenants and agreements, either of the said parties bindeth himself unto the other by these presents. (2) In witness whereof the parties above named to these indentures interchangeably have put their hands and seals, the _____ day of _____, and in the _____ year of the reign of our sovereign lord _____, by the grace of God, of the united kingdom of Great Britain and Ireland, king, defender of the faith, and in the year of our Lord one thousand eight hundred and _____.

A. B. (L. s.)
G. H. (L. s.)
C. D. (L. s.)

Articles of Agreement indented, had, made, concluded, and fully agreed upon this 1st day of January in the year of our Lord 1823, between A. B. of, &c. chemist and druggist, of the first part; C. D. of, &c. farmer, of the second part; and E. F. of, &c. son of G. H. late of the same place, farmer, deceased, and the nephew of the said C. D. of the third part; as follows; (that is to say),

The said A. B., in consideration of the sum of £299 of lawful money of Great Britain to him in hand well and truly paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof he the said A. B. doth hereby acknowledge, and thereof and therefrom, and of and from the same and every part thereof, doth acquit, release, and for ever discharge the said C. D. his executors, administrators, and assigns, and every of them, for ever, by these presents, and also in consideration of the service of the said E. F. to be done and performed by him for the said A. B., and of the covenants and agreements hereinafter entered into by the said C. D. and E. F., he the said A. B. doth, at the instance of the said C. D., and by and with the consent of the said E. F. (testified by his being a party to and executing these presents) agree to take and receive him the said E. F. as his apprentice from the day of the date hereof, for and during and unto the full end and term of five years now next ensuing; and he the said E. F. hath put and placed, and by these presents doth, by and with the consent of the said C. D. (testified by his being a party to and executing these presents), put and place himself to and with the said A. B., to serve him as his apprentice from the date hereof for the said term of five years; during which time he the said E. F. shall and will faithfully, diligently, and honestly serve him the said A. B., his secrets keep, and his lawful commands obey and perform, and shall not nor will leave or absent himself from the service of his said master without his leave during the said term, nor unduly nor negligently spend or waste any of his said master's monies, effects, goods, or chattels

Articles of Agreement, in a fuller Form, between a Master and an Apprentice and his Relations, in the Business of a Chemist and Druggist. (3)

(1) In *Winstone v. Linn*, H. T. 1823, K. B. it was held, that though an apprentice has been guilty of gross misconduct, and leave his service, yet if he afterwards return within a reasonable time, the master is bound to instruct him during the term. See 6

Barn. & Ald.

(2) Under this clause the father is liable to be sued in covenant for his son's breach of covenant, *Dougl.* 518.

(3) See the notes to the last precedent.

Vol. III. Ch. III. which shall be in the custody of or entrusted with him by the said A. B., or that shall be delivered or put into the hands of the said E. F., or come to his hands by his the said A. B.'s orders or appointment, or in any other manner on his account, during the said term, but shall and will well and truly forthwith account for, deliver, and pay to the said A. B., his executors, administrators, or assigns, all and every such sum and sums of money, and all other things which he the said E. F. shall receive, have, or take of or for, or be intrusted with for or on account of the said A. B. or the said E. F. as his apprentice; and also shall and will in all things demean and behave himself as a good, true, and faithful apprentice during the said term: And the said A. B., in consideration of the aforesaid premises, doth hereby covenant and agree to and with the said C. D. and also the said E. F. in manner following, (that is to say) that he the said A. B., during the said term of five years, shall use his best endeavours to teach and instruct or cause to be taught and instructed the said E. F. as his apprentice in the said trade or business of a chemist and druggist and all things incident thereto, and also shall find and provide for him the said E. F. good and sufficient meat, drink, and lodging during the said term, he continuing in such service of him the said A. B. And lastly, the said C. D. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said A. B., his executors and administrators, that the said E. F. shall and will faithfully, diligently, and honestly serve the said A. B. as his apprentice during the said term: And further, that he the said C. D., his executors or administrators, shall and will find and provide to and for the said E. F. good, proper, and sufficient clothes, washing, pocket money, medicines and medical attendance, and all other necessities (except as aforesaid) during the said term. In witness, &c.

**An Indenture
for the Sea of a
common Sailor
to serve in such
Ships as the
Master shall
appoint. (1)**

This indenture witnesseth, that A. son of B. of, &c. doth bind himself apprentice unto C. of, &c. after the manner of an apprentice, to serve him the said C., and such other person or persons in the navigation of any ship or vessel as the said C. shall order and appoint, from the day of the date hereof, for the full term of — years, and fully to be complete and ended, during all which said term the said apprentice shall and will faithfully serve the said C. and do and perform all such service and business, as well at sea on board any ships or vessels which shall belong or be employed in the service of the said C., and with and under such person or persons as he shall from time to time order and appoint, or otherwise, as the occasions of the said C. shall require, and shall and will obey all the lawful commands of his said master, and such other person or persons with whom he shall from time to time order and appoint him to serve and go in such ship or vessel, and diligently and carefully demean and behave himself towards him and them. He shall not do or willingly suffer to be done by others any hurt, prejudice, or damage to the goods, merchandizes, or other affairs of his said master, or any other with whom he shall be appointed to serve as aforesaid, but the same to the utmost of his power shall hinder and prevent, or him and them forthwith give notice. He shall not absent himself from the said service by day or night unlawfully, but in all things as a good and faithful apprentice he shall demean and behave himself towards his said master and such person or persons with whom he shall order him from time to time to serve as aforesaid during the said term. And the said master his said apprentice shall and will cause to be taught and instructed in the art or busi-

(1) See this form in Montefiore, 302; and see stat. 37 G. 3. c. 73. s. 4. regulating apprentices in the West India trade.

ness of a sailor, as far as shall be necessary to the voyages wherein he shall be employed ; and also shall and will find and provide unto and for his said apprentice meet and sufficient meat, drink, washing, and wearing apparel, both woollen and linen, and all other necessities during the said term. And for the true performance, &c. (1) In witness, &c.

This indenture, made the _____ day of _____, in the year of our Lord _____, between A. B. and C. D. churchwardens, and E. F. and G. H. overseers of the poor of the parish of _____ in the county of _____, of the one part, and A. M. of _____ in the said parish, shoemaker, of the other part, witnesseth, that the said churchwardens and overseers of the poor, by and with the consent of _____, two of his Majesty's justices of the peace for the said county, dwelling near to (or in) the said parish of _____, one whereof is of the quorum, have put, placed, and bound, and by these presents do put, place, and bind A. P., a poor boy, whose parents B. P. and C. P. are not able to maintain him, of the age of _____ years, to be an apprentice with him the said A. M., and as an apprentice with him the said A. M. to dwell, from the date of these presents, until the said A. P. shall come to the age of _____ years, (or, if a female, until the said A. P. shall come to the age of _____ years, or the time of her marriage, which shall first happen), according to the statutes in such case made and provided. By and during all which time and term, the said A. P. shall the said A. M. his said master well and faithfully serve in all such lawful business as the said A. P. shall be put unto by the command of his said master, according to the power, wit, and ability of him the said A. P., and honestly and obediently in all things shall behave himself towards his said master, and honestly and orderly towards the rest of the family of the said A. M. And the said A. M. for his part, for himself, his executors and administrators, doth hereby promise and covenant to and with the said churchwardens and overseers of the poor, and every of them, their and every of their executors and administrators, and their and every of their successors for the time being, and to and with the said A. P., that he the said A. M. shall the said A. P. in the craft, mystery, and occupation of a shoemaker, which he the said A. M. now useth, after the best manner that he can or may teach, instruct, and inform, or cause to be taught, instructed, and informed, as much as thereunto belongeth, or in any wise appertaineth ; and that the said A. M. shall also find and allow unto the said apprentice sufficient meat, drink, apparel, washing, lodging, and all other things needful or meet for an apprentice, during the term aforesaid. In witness whereof the said parties have hereunto set their hands and seals, the day and year first above written.

An Indenture of a Parish Apprentice ; on 43 El. c. 2. s. 1. 5.

Provided always, that the said last-mentioned covenant on the part of the said A. M., his executors and administrators, to be done and performed, shall continue and be in force for no longer time than three calendar months next after the death of the said A. M., in case he the said A. M. shall happen to die during the continuance of such apprenticeship, according to the provisions of an act passed in the thirty-second year of the reign of king George the third, intituled, " An Act for the further regulation of Parish Apprentices."

Form of a Proviso to be added to the Covenant for Maintenance.

(1) See ante.

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The Assent of
Two Justices.

We, two of his Majesty's justices of the peace for the above-mentioned county of , dwelling near to the above-mentioned parish of , and one of us of the quorum, do hereby declare our assent to the binding the above-named A. P. an apprentice to the above-named A. M. according to the form and effect of the above-written indenture. Given under our hands the day of, &c.

Westmorland.

To the constable of .

Warrant to levy
10*l.* for not re-
ceiving a poor
Apprentice; on
the Statute of
8 & 9 W.

Whereas A. B. and C. D. churchwardens, and E. F. and G. H. overseers of the poor of the parish of , in the said county, by the assent of [us] two of his Majesty's justices of the peace for the said county, dwelling near to (or in) the said parish of , one whereof is of the quorum, did endeavour to bind A. P., a poor male child of the said parish, whose parents are not able to maintain him, apprentice to A. M. of , in the said parish, tailor, and for that intent did prepare and duly perfect one pair of indentures, pursuant to the statute in such case made and provided; which said pair of indentures was signed and confirmed by [us] the said two justices: And whereas the said A. M. is duly convicted before us the justices aforesaid, as well upon the oath of the said A. P. or otherwise, for that he the said A. M. hath refused and doth refuse to receive and provide for the said A. P. as an apprentice, and also to execute another part of the said indentures, being duly tendered to him by the said churchwardens and overseers of the poor, whereby the said A. M. hath forfeited the sum of ten pounds: These are therefore, in his said Majesty's name, to require and command you, to make distress of the goods and chattels of him the said A. M., and if within the space of [six] days next after such distress by you made, the said sum of 10*l.*, together with reasonable charges of taking and keeping the said distress, shall not be paid, that then you do sell the said goods and chattels so by you distrained, and out of the money arising by such sale, pay the said sum of 10*l.* to the overseers of the poor of the said parish of , where the said offence was committed, for the use of the poor of the said parish, returning the overplus upon demand unto him the said A. M. the reasonable charges of taking, keeping, and selling the said distress being thereout first deducted. Herein fail you not. Given under our hands and seals the day of in the year .

Westmorland.

To the constable of .

Summons of the
Master for mis-
using his Ap-
prentice; on
6 El. c. 4.

Whereas complaint and information hath been made unto me one of his Majesty's justices of the peace in and for the said county, by A. P. apprentice to A. M. of , in the said county, shoemaker, that the said A. M. hath misused and evil entreated him the said A. P. (by cruel punishment, and beating him the said A. P. without just cause, and by not allowing unto him sufficient meat, drink, apparel, or as the case shall be): These are therefore in his Majesty's name to command you to summon the said A. M. to appear before me at the house of in the said county, on the day of at the hour of in the afternoon of the same day, to answer unto the said complaint, and to be further dealt with according to law. Herein fail you not. Given under my hand and seal the day of, &c.

Note.—A summons rather than a warrant in all such like cases, between party and party, is generally most eligible; yet in this case it seemeth

that a warrant is justifiable to apprehend the master, and bring him before the justice (especially if he shall contemn the summons); because it is required that he shall give security to the justice to appear at the sessions, if he shall not conform to the justice's order in the premises.

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Westmorland.

To the constable of

Whereas complaint and information hath been made unto me of his Majesty's justices of the peace in and for the said county, by A. M. of in the said county, husbandman, that A. P. now being an apprentice to him the said A. M. is negligent, stubborn, disorderly (*or as the case shall be*), and doth not his duty to him the said A. M. his master: These are therefore to command you to summon the said A. P. to appear before me at , in the said county, on the day of , at the hour of in the afternoon of the same day, to answer the said complaint, and to be further dealt with according to law. Herein fail not. Given under my hand and seal the day of, &c.

Summons of the
Apprentice on
Complaint of the
Master; on the
5 El. c. 4.

Westmorland. { At a general quarter sessions of the peace holden at in and for the county aforesaid, the day of in the year of the reign of our lord George the third, by the grace of God, of the united kingdom of Great Britain and Ireland, king, defender of the faith, and so forth; before justices of our said lord the king, assigned to keep the peace in the said county, and also to hear and determine divers felonies, trespasses, and other misdemeanors in the said county committed, and of the quorum, it is ordered as followeth:

Order of Dis-
charge by Four
Justices at the
Sessions; on the
5 El. c. 4. s. 25.

Upon the petition of A. P., apprentice to A. M. of in the said county, husbandman, to be relieved upon certain neglects of the said master in instructing him in his trade, and in misusing and evil entreating the said apprentice by cruel punishment (*or as the case shall be*); and the said master having likewise appeared upon his recognizance, taken before J. P. esquire, one of the said justices, to answer to the complaint of the said petition, and having proved nothing whereby to clear himself of the said complaint, but on the contrary the said A. P. having given full proof of the truth of the said complaint to the satisfaction of the said court: We therefore, whose hands and seals are hereunto set, being four of the said justices, and of the quorum, do hereby order, pronounce, and declare, that the said apprentice shall be and is hereby discharged and freed from his said apprenticeship: And this is to be a final order betwixt the said master and apprentice, any thing contained in their indentures of apprenticeship, or otherwise, to the contrary notwithstanding. Given under our hands and seals the day and year first above written.

Westmorland. { The information and complaint of A. P., apprentice to A. M. of , in the said county, husbandman, exhibited before us, two of his Majesty's justices of the peace in and for the said county, the day of , in the year, &c.

Complaint of an
Apprentice to
Two Justices
against his
Master; on
20 G. 2. c. 19.

Who saith, that he the said A. P. is an apprentice bound by indenture to A. M. of aforesaid, husbandman; and that he the said A. M. hath misused and ill-treated him the said apprentice, and particularly (*as the case shall be*).

A. P.

Before us, J. P.
K. P.

Vol. III. Ch. III. Westmorland.

To the constable of

Summons of the
Master by Two
Justices, on
Complaint of
the Apprentice;
on the 20 G. 2.
c. 19. s. 3.

Whereas information and complaint hath been made unto us two of his Majesty's justices of the peace in and for the said county, by A. P. apprentice to A. M. of , in the said county, husbandman, that he the said A. M. hath misused and ill-treated him the said A. P., and particularly (*as the case shall be*): These are therefore to require you to summon the said A. M. to appear before us at , in the said county, on the day of , to answer unto the said information and complaint. And be you then there to certify what you shall have done in the execution hereof. Herein fail you not. Given under our hands and seals the day of , in the year .

Discharge of an
Apprentice by
Two Justices, on
the Master mis-
using him, by
the 20 G. 2.
c. 19. s. 3.

Westmorland. { Whereas complaint hath been made before us two of his majesty's justices of the peace in and for the said county, by A. P., apprentice to A. M. of in the said county, tailor, that he the said A. M. hath misused and evil treated him the said apprentice, and particularly (*as the case shall be*): And whereas the said A. M. hath appeared before us in pursuance of our summons for that purpose, but hath not cleared himself of and from the said accusation and complaint, but on the contrary the said A. P. hath made full proof of the truth thereof before us upon oath: We therefore by these presents do discharge him the said A. P. of and from his apprenticeship to the said A. M.; any thing in the indenture of apprenticeship made betwixt them, or otherwise howsoever, to the contrary notwithstanding. Given under our hands and seals the day of, &c.

(Or, And whereas it hath been duly proved before us, as well upon the oath of A. C. constable of aforesaid, as otherwise, that he the said A. C. did duly summon the said A. M. to appear before us at a reasonable time in the said summons mentioned and specified; but notwithstanding the same, he the said A. M. hath not appeared before us according to such summons: We therefore having duly examined into the matter of the said complaint, and the truth thereof having been fully proved before us upon oath, do discharge, &c.)

Complaint to
Two Justices of
the Master
against his Ap-
prentice; on the
20 G. 2. c. 19.
s. 4.

Westmorland. { The complaint and information of A. M. of in the said county, husbandman, taken and made on oath before us two of his Majesty's justices of the peace in and for the said county, the day of , who saith, that A. P. apprentice by indenture to him the said A. M., hath in the service of his apprenticeship been guilty of several misdemeanors, miscarriages, and ill-behaviour towards him the said A. M., and particularly (*as the case shall be*).

A. M.

Before us, J. P.
K. P.

Westmorland.

To the constable of

Warrant for a
disorderly Ap-
prentice, by Two
Justices, on the
aforesaid Com-
plaint, by the
20 G. 2. c. 19.
s. 4.

Whereas oath hath been made before us two of his Majesty's justices of the peace in and for the said county, by A. M. of , in the said county, husbandman, that A. P., apprentice to the said A. M., hath committed divers misdemeanors against the said A. M. his master, and particularly (*as the case shall be*): These are therefore to require you forthwith

to apprehend the said A. P., and bring him before us, to answer unto the said complaint, and to be dealt with according to law : And you are to give notice to the said A. M. that he appear before us at the same time, to make good the said complaint. Given under our hands and seals, &c.

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Westmorland. { To the constable of _____ in the said county, and to the
keeper of the house of correction at _____ in the
said county.

Whereas complaint hath been made before us _____ two of his majesty's justices of the peace in and for the said county, upon the oath of A. M. of _____, in the said county, husbandman, that A. P., apprentice of the said A. M., hath committed divers misdemeanors against him the said A. M. his master, and particularly (*as the case shall be*) : And whereas upon examination thereof, and upon hearing the allegations of both parties, having come before us for that purpose, and upon due consideration had thereof, it manifestly appears to us that he the said A. P. is guilty of the premises so charged against him as aforesaid: We do therefore hereby command you the said constable, to take and convey the said A. P. to the said house of correction, and to deliver him to the said keeper thereof, together with this warrant: And we do hereby command you the said keeper of the said house of correction, to receive the said A. P. into your custody in the said house of correction, there to remain and be corrected, and held to hard labour for the space of _____. Given under our hands and seals the day, &c.

Commitment of an Apprentice to the House of Correction, on Complaint of his Master, by Two Justices; on the 20 G. 2. c. 19. s. 4.

Westmorland. { Whereas complaint, &c. (*as in the last precedent*). We do therefore by these presents discharge the said A. P. from his apprenticeship to the said A. M.; any thing in any indenture or indentures of apprenticeship betwixt them, or otherwise, to the contrary notwithstanding. Given, &c.

Discharge of an Apprentice by Two Justices, on Complaint of the Master; by 20 G. 2. c. 19. s. 4.

To all to whom these presents shall come: I, A. M. of _____ send greeting. Whereas my apprentice A. P. hath divers years yet to come and unexpired of his apprenticeship, to wit, _____ whole years from the day of _____ now last past, as by his indenture of apprenticeship to me sealed doth appear: Now know ye, that I the said A. M., for divers good causes and considerations me hereunto moving, have given, granted, assigned, and set over, and by these presents do fully and absolutely give, grant, assign, and set over, unto A. S. of _____, all such right, title, duty, term of years to come, service, and demand whatsoever, which I the said A. M. have in or to the said A. P., or which I may or ought to have in him by force and virtue of the said indenture of apprenticeship. And moreover, I the said A. M. do by these presents covenant, promise, and agree to and with the said A. S., his executors and administrators, that notwithstanding any thing by me the said A. M. to be done to the contrary, the said A. P. shall, during the said term of _____ years, well and truly serve the said A. S. as his master, and his commandments lawful and honest shall do, and from his service shall not absent himself during the said term; provided, that the said A. S. shall well entreat and use him the said A. P., and him the said A. P. in the craft, mystery, and occupation of a _____, which he the said A. S. now useth, after the best manner that he can or may, shall teach, instruct, and inform, or cause to be taught, instructed, and in-

Assignment of an Apprentice.

Vol. III. Ch. III. formed, as much as thereunto belongeth, or in any wise appertaineth, and shall also during the said term find and allow unto the said A. P. sufficient meat, drink, apparel, washing, lodging, and all other things needful or meet for an apprentice. In witness, &c.

Form of the Order of Two Justices, directing a Parish Apprentice to continue with the Widow (or as the case may be) of his deceased Master.

County of } Whereas F. M. within named, late of the parish of Orton,
Westmorland. } in the said county, died on the day of
being within three calendar months now last past, we, two of his Majesty's justices of the peace for the county aforesaid, whose names are hereunto subscribed, on the application and at the request of A. M., widow (or as the case may be) of the said F. M., living with and being part of the family of the said F. M. at the time of his death, do hereby order and direct, that A. P., the apprentice within named, who was in the service and actual employment of the said F. M. at the time of his death, shall serve the said A. M. as such apprentice, for the residue of the term of such apprenticeship within mentioned, according to the provisions of an act passed in the thirty-second year of the reign of king George the third, intitled, "An act for the further regulation of parish apprentices." Witness our hands, this day of .

I, the above named A. M., do hereby declare, that the above order is made at my request, and that I do accept the said A. P. as my apprentice, according to the terms and covenants contained in the said indenture, and according to the provisions of the said act. Witness my hand, the day and year above written.

Form of the like Order by a separate Instrument.

County of } Whereas it appears unto us, two of his Majesty's justices of
Westmorland. } the peace for the said county, that A. P. was bound an apprentice by the churchwardens and overseers of the poor of the parish of Orton, to F. M., late of the said parish of Orton, and that the said F. M. died on the day of , being within three calendar months now last past: Now we, the said two justices, on the application and at the request, &c. (then to the end as before, mutatis mutandis.)

Form of the Assignment of such a Parish Apprentice, with the Consent of Two Justices, by Indorsement on the Indenture or Counterpart.

County of } Be it remembered, that the within named F. M., by and
Westmorland. } with the consent and approbation of J. P. and K. P., two of his Majesty's justices of the peace for the said county, whose names are subscribed to the consent hereunder written, doth hereby assign A. P., the apprentice within named, unto N. M., to serve him during the residue of the term within mentioned; and that he the said N. M. doth hereby agree to accept and take the said A. P. as an apprentice for the residue of the said term, and doth hereby acknowledge himself, his executors and administrators, to be bound by the agreements and covenants within mentioned on the part of the said F. M. to be done and performed, according to the true intent and meaning thereof, and pursuant to the provisions of an act passed in the thirty-second year of the reign of George the third, intitled, "An act for the further regulation of parish apprentices." In witness whereof we the said F. M. and N. M. have hereunto set our hands, this day of .

We, two of his Majesty's justices of the peace above mentioned, do consent thereto. Witness our hands, this day of .

J. P.
K. P.

County of } Whereas it appears unto us J. P. and K. P., two of his Ma- Vol. III. Ch. III.
Westmorland. } jesty's justices of the peace for the said county, whose names are subscribed to the consent hereunder written, Form of the like
that A. P. was bound an apprentice by the churchwardens and overseers of Assignment by a
the poor of the parish of Orton, to F. M. of the same parish of Orton, by separate instru-
indenture, bearing date on or about the day of until ment.
the said A. P. should attain his age of twenty-one years. Now be it remem-
bered, that the said F. M., by and with the consent, &c. (and so to the end
as before, mutatis mutandis.)

Be it remembered, that on the day of , in the year Form of a Con-
of our Lord , A. P. is convicted before us, two of his Majesty's viction, under
justices of the peace for the (specifying the offence, and the the 42 G. 3.
time and place when and where committed, as the case may be) contrary to an c. 46.
act made in the forty-second year of the reign of king George the third, in-
titled (here set forth the title of this act). Given under our hands and
seals, the day and year above mentioned.

CHAP. IV.

Deeds, &c. relating to Partners.

Memorandum of an agreement made this 1st day of January A. D. 1823,
 between A. B. of London of the one part, and C. D. of
 London aforesaid of the other part.

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Concise Form of
 Agreement for a
 Partnership in
 Trade between
 Two or more
 Persons, pre-
 vious to the
 Execution of a
 formal Deed. (1)

Whereas the above-named A. B. hath for some time carried on the trade and business of a in London aforesaid, and the said A. B. and C. D. have agreed to become and continue copartners in the said trade or business for and during the term of years from the date hereof (2); now therefore it is hereby declared and agreed, by and between the said A. B. and C. D., that they shall and will become and continue to be copartners in the said trade or business for and during the full end and term of years, commencing from the date hereof, receiving and paying, in equal proportions, the profits and losses, if any, arising from the said trade, and upon the terms following; that is to say, [*here state the particular terms agreed upon, and which may be collected from the following precedents, and see the next precedent, or if the parties intend to have a formal deed prepared, the agreement may run thus,* "and it is hereby agreed, that in case either of the said parties hereto shall think fit to require the same, a deed of copartnership between the said A. B. and C. D., adapted to the nature of the said trade, and containing all usual and proper covenants and stipulations between copartners therein, shall be prepared, settled, and approved of by some eminent conveyancer, and shall be duly executed by the said A. B. and C. D., within months after having been requested so to do; and in the meantime and until such deed shall have been executed by the said parties, they hereby engage and agree to behave and conduct themselves in the said trade and business diligently and faithfully, and to do, perform, and observe all acts, matters, and things essential and proper to be done, performed, and observed for the better and more advantageously carrying on the said joint trade."

Power to deter-
 mine the Part-
 nership. (3)

Provided always nevertheless, and it is hereby agreed, that it shall and may be lawful for either of the said parties to put an end to and determine the said copartnership at any time during the said term of years, upon giving months notice to the other of them of his intention so to do; and that at the expiration of that time, the said parties respectively will sign, and cause to be inserted in the London Gazette, the usual notice of dissolution of the said copartnership (4). In witness whereof, the said parties have hereunto subscribed their hands, the day and year first above written.

Witness, &c.

A. B.
C. D.

(1) As to agreements for copartnerships in general, see ante, 8d vol. 230. n. 3, 4; as to what number of persons may enter into a partnership, id. 228; as to the effect of this agreement, id. 230. A court of equity will in general decree a specific performance of an agreement to enter into a partnership for a specific time, though it be by parol, 3 Atk. 883. 2 Ves. 629. 9 Ves. 857.; but not if by the terms of the agreement the partnership be determinable at pleasure; as if it be stipulated

that either party may put an end to it upon giving a reasonable notice, there the courts will not interfere, 2 Ves. j. 629.; and the party will be left to his remedy at law, 1 Brod. & B. 318. 1 Marsh. 610.

(2) As to recitals in general, see ante, page 1.

(3) As to the introduction of this power, see supra, note 1.

(4) A clause as to stipulated damages may be here inserted, see ante, page 3.

Articles of Agreement made and entered into the 1st day of January Vol. III. Ch. IV.
in the year of our Lord 1823, between A. B. of, &c. of the one
part, and C. D. of, &c. of the other part.

Whereas the said parties hereto now separately carry on the trade or business of [describe fully according to the facts,] and are desirous of becoming copartners together in the said trade, for the purpose of extending their connections therein: and whereas it not being convenient for them to commence the said copartnership immediately by reason of their own respective engagements in trade, they have agreed to enter into such stipulations respecting the same as herein-after are expressed. Now these presents witness, that in pursuance of the said agreement, they the said A. B. and C. D. do hereby for themselves, severally and respectively, and for their several and respective heirs, executors, and administrators, covenant, declare, and agree with and to each other, and the executors, administrators, and assigns of each other, in manner following; (that is to say) that they the said A. B. and C. D. shall and will, on or before the day of next ensuing the date hereof, enter into copartnership together in the trade or business of and sign, seal, and deliver proper deeds or other instruments in writing, to be prepared or approved by some eminent conveyancer or barrister learned in the law, to carry the same into effect. In which said deeds or instruments, or in some or one of them, it shall be provided and declared, that the said copartnership shall commence upon the said day of , and continue for the space or term of years thence next ensuing, if the said A. B. and C. D. shall so long live, under the firm of , and be carried on at ; that the capital stock shall consist of £——; that if either party bring in a further capital (2), or leave his share of the profits in the trade, the capital stock shall be liable to make good the same, with interest, after the rate of 5 per cent. per annum; that either of the parties may borrow money for the use of the trade, with the consent of the major part of the others of them; that each party shall have a separate estate in the capital stock and the proceeds thereof (3); that the copartnership stock shall be employed solely for the joint trade; that the profits and loss thereof shall be borne by each of the parties in proportion to his capital therein; that the stock in trade and other insurable property shall be insured at the expence of the joint trade; that all expences and casual losses shall be borne by the parties in proportion to their respective interests (4); that clerks and servants shall not be taken or discharged but by mutual consent; that neither party shall take apprentices without the consent of the other; that the premiums with apprentices shall be added to the joint stock; that entries shall be made in proper books of all the copartnership transactions and affairs; that the copartnership books shall be kept at the counting-house where the business is carried on, and be open for the inspection of all parties, and shall not be removed from thence, unless to be produced in court; that half-yearly rests shall be made in the accounts of the joint trade and signed by the parties respectively; that the surplus of the proceeds after payment of expences shall be divided between the parties at Christmas in every year, in proportion to their respective interests (5); that the parties shall diligently employ

The like more formal, and stating particularly the Terms of Copartnership. (1)

Agreement for the future Partnership by Deed.

Covenants, &c. to be contained in such Deed.

(1) As to the manner in which agreements of this nature should be framed, see ante, 3d vol. 230. Watson, 64.

(2) As to the effect of bringing such capital, see ante, 3d vol. 234.

(3) See ante, 3d vol. 234.

(4) It is advisable to insert clauses as to division of interest, though where there is no such agreement each party will be entitled to

receive what under the circumstances of the case will be fair and equitable, though, prima facie, each partner would be entitled to an equal share, see 2 Camp. 45. 16 Ves. 49. S. C. 2 Bla. Com. 188. Co. Lit. 163.

(5) As to the manner of compelling partner to deliver an account where there is no agreement to that effect, see ante, 3d vol. 264.

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themselves in the business of the joint trade, and not be concerned in any other trade; that they will be faithful to each other in all the copartnership concerns; that neither of the parties shall apply the partnership monies to his own use, except the annual sum of £ by way of subsistence money (1); that each party shall be allowed his reasonable expenditure upon customers; that neither party shall suffer the copartnership estate to be charged with his private debts; that neither party shall buy or sell on the copartnership account beyond a certain amount; that neither party shall accept or give bills of exchange or other securities but in regular course of trade; that neither party shall lend or give credit, nor compound or release debts, nor become bail, nor engage in speculative enterprizes, without the consent of the other; that neither party shall dispose of his share, except by will, without the consent of the other; that if either party conduct himself contrary to the provisions therein contained, the partnership shall be void; that either party shall have liberty to quit the partnership on giving twelve months notice (2); that on the death of either party before the first half-yearly settlement of accounts, his capital shall be returned, and the profits and loss accrue to and be borne by the survivor; that on the death of either party after the first half-yearly settlement, the other shall take the stock, the amount of which shall be paid by instalments, to be secured by bond, with sureties upon the representatives of the deceased party assigning his share of the stock; that at the expiration of the copartnership term each of the parties in turn shall have the refusal of the stock at a valuation, and if both parties refuse, it shall be sold by auction; that credit given after the end of the partnership shall be at the risk of the person crediting; that disputes shall be referred to arbitration; and lastly, that each party will execute further assurances if requisite. And in such deed or deeds so to be prepared as aforesaid, shall also be contained all such other covenants, provisoes, conditions, stipulations, clauses, and agreements, as are usually inserted in deeds or instruments of copartnership between persons of the same or a like trade or business, or which, in the opinion of counsel, shall be necessary or proper for the purpose of carrying the true intent and meaning of the said parties into execution; the expences of which said deeds or instruments and of all matters preparatory or otherwise relating to the same, shall be borne by them the said A. B. and C. D. in equal proportions. And it is hereby further agreed and declared by and between the parties hereto, that in case any doubt, difference of opinion, or question shall hereafter arise between them, with respect to the carrying these presents into effect according to the true intent and meaning thereof, or relative to this present clause or agreement, the same shall be referred to and be decided by two counsel in the law of the degree of barrister (or by two persons, or by E. F. and G. H. or any other persons) one to be named by each of the said parties hereto; and in case of difference between them, then by any third counsel (or person) to be by such two counsel (or first-mentioned persons) named, and the opinion of such two counsel (or persons) to be so first named, or of such third counsel (or person), or of any two of them, shall be binding and conclusive upon each of the parties hereto, and their respective executors and administrators, and by them respectively submitted to accordingly, without further controversy;

Reference of
Differences to
Arbitration. (3)

(1) As to the manner in which a partner receiving money should apply it, see 3 Ves. & B. 36. Where partner embezzles property the other should apply to court of equity for relief, ante, 3d vol. 264.

(2) As to this, see ante 82. n. 1.

(3) This agreement is no bar to any proceeding at law or in equity, 1 Wils. 129. 2 Bos. & B. 131. 2 Ves. 129. 8 T. R. 189. When the award however has been made it is absolutely final, and not to be reversed, 2 Anst. 519. 2 Atk. 394. 501. 3 Atk. 529. 614.

and which said reference shall be by mutual bonds, and such other Vol. III. Ch. IV. reciprocal stipulations, as are usual or proper in similar cases. In ————— witness, &c.

Signed and sealed in the presence
of

This indenture of three parts, made the first day of January, in the third year of the reign of our sovereign lord George the fourth, by the grace of God of the united kingdom of Great Britain and Ireland, &c., and in the year of our Lord 1823, between A. of, &c. merchant, of the first part, B. of the same place, merchant, of the second part, and C. of the same place, warehouseman, of the third part. Whereas the said A. and B. have exercised and carried on the trade and business of merchants, warehousemen, and factors in copartnership together, pursuant to a certain indenture, bearing date on or about the first day of August 1820, and made between the said A. of the one part, and the said B. of the other part, whereby they the said A. and B. agreed to be and continue such copartners for and during the term of fourteen years from the 31st day of July then last past, and to be interested in the capital or joint stock thereof, and the gains, profits, and increase to arise thereby and thereupon, in equal shares and proportions: And whereas it hath been agreed between the said A. and B. and the said C., that the said C. shall be admitted and become a partner with them in their said trade or business of merchants, warehousemen, and factors, from the 31st day of July now last past, for the term or space of six years, part of the said term of fourteen years; and that the said C. shall have and be entitled to three sixteenth parts or shares of the gains and profits of the said business, in manner following; that is to say, to two of such sixteenth parts, out of the share or proportion of the said A. therein, under the said recited indenture (which two sixteenth parts the said A. hath agreed to relinquish and give up, and consented that the same shall be taken out of his said share accordingly), and the remaining sixteenth part out of the like share or proportion of the said B., be the said C. bringing in a share of capital in manner hereinafter mentioned; and that such partnership so now agreed upon, and also the partnership between the said A. and B., after the expiration of the said term of six years, or sooner determination of the said partnership so now agreed on, shall be carried on between the said parties respectively, in the manner and under and subject to the provisoes, conditions, covenants, declarations, and agreements hereinafter mentioned and contained or referred unto. Now this indenture witnesseth, that for the effectuating the said agreement, and in consideration of the mutual trust and confidence which they the said parties to these presents have and repose in each other, each or every of them the said A., B., and C. respectively, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the others and other of them, their and his executors and administrators, mutually and reciprocally, in manner following; that is to say, that they the said A., B., and C. shall and will be or become, continue and remain copartners and traders in the said trade or business of a merchant, warehouseman, and factor, and in all things incident and belonging thereto, and in all other businesses which they shall mutually agree to trade and deal in, for and during the term of six years, to commence and be computed from the 31st day of July now last past, and fully to be complete and ended, if they the said parties shall

Deed of Copart-
nership admit-
ting a new Part-
ner into a Firm,
and providing for
the future carry-
ing on of the
Business of Mer-
chants and
Warehousemen,
and Factors. (1)
Recital of Part-
nership between
A. and B.;

agree to admit C.
a Partner;

for 6 Years;

C, to be entitled
to 3-16th
Shares;

2-16ths out of
the Proportions
of A.;

1-16th out of the
Proportion or
Share of B.;

C. to bring in
Capital;

to become and
continue Part-
ners for 6 Years

(1) This precedent was settled on the be-
half of all parties, by the late eminent con-
veyancer, Mr. R. Hughes. The notes to the

above precedents will be found for the most
part here applicable.

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A. to bring into
the said Business
£10,500;

B. to bring in
£12,250;

Present Stock
and Fixtures in
Premises where
Partnership car-
ried on to be
taken according
to a Valuation,
and allowed as
Part of Stock to
A. and B.;

C., new Partner,
to bring in
£5,250, making
a joint Stock of
£28,000;

joint Stock not
to be liable to
any Loss on ac-
count of Debts
owing to former
Partners pre-
vious to ;

Money to be
employed in
Partnership
Concern only;

Partners not to
engage the Credit
but for the sole
Use of Partner-
ship Business;

Partners not to
deal in any other
Trade;

Partners not to
buy Goods, &c.
nor engage the
Credit of Part-
nership contrary
to the Consent of
the others, sig-
nified in Writing;

and if so, then
the Advantage
of such Dealing
to go to Capital
Stock;

Loss to be borne
by Partner only
so trading;

jointly so live, unless the said A. and B. or either of them, or the said C., shall be minded and desirous sooner to determine and put an end to the same, under the power herein-after for that purpose contained; and that the said A. shall and will advance and bring into the said trade and business so agreed to be carried on in partnership between the said A., B., and C., monies and effects properly belonging thereto, to the amount of £10,500, being equivalent to the share agreed to be accepted, taken, and enjoyed by the said A. on admission of the said B. as aforesaid; and that he the said B. shall and will advance and bring into the said trade or business so agreed to be carried on in partnership between the said A., B., and C., in monies and effects as aforesaid, the amount of £12,250, being equivalent to the share to be enjoyed by the said B. on such admission as aforesaid, but the present stock and effects in trade of the said A. and B., and the fixtures in and about the messuages, tenements, warehouses, and premises situate in _____ Street aforesaid, wherein the said trade or business hath been carried on by the said A. and B., with the tenant-right, term, and interest of them the said A. and B. of and in the said messuages, tenements, warehouses, and premises, to be considered and taken according to the amount of a valuation to be made thereof respectively, and in proportion to the rights and interests therein of the said A. and B. respectively, as a part of the effects so to be by them brought; and that the said C. shall and will advance and bring into the said trade or business monies to the amount of £5,250, making with the said other monies and effects to be so brought in as aforesaid a capital amounting to £28,000, which it is agreed shall be the capital joint stock of the said partners, parties to these presents, at the commencement of their said partnership; but nevertheless such joint stock is not to be liable to any loss or diminution on account of any debts that may be owing to the said A. and B. previous to the said 1st day of August last, but the whole of such loss is to be borne by the said A. and B., and that the said joint stock and the increase thereof, and all gains and profits which shall arise and be made by the said joint trade and business (subject as herein-after is mentioned) shall be from time to time during the said partnership between the said A., B., and C., continued and employed in the said partnership, trade, or business, to the greatest advantage thereof; and that neither of the said parties shall employ any of the monies, goods, or effects belonging to the said partnership (except as herein-after mentioned) nor engage the credit thereof in any matter or thing, but upon the joint and only account and for the sole use and benefit of the said partnership, trade, or business; nor shall either of the said copartners, during the said partnership so agreed upon between the said A., B., and C., solely by or for himself, or jointly for or with any other person or persons, trade or deal in any trade or business whatsoever, but only upon the account and for the sole use, benefit, and advantage of them the said partners; nor shall any or either of the said partners buy any goods, wares, or merchandizes, nor underwrite any policy of insurance, nor in any manner engage the credit of the said copartnership contrary to and against the will and consent of the others or other of them, signified in writing under their and his hands and hand; and that in case any or either of the said parties shall so trade, act, or deal contrary to this agreement, then all benefit and advantage which shall arise or be made by such trading or dealing shall go and be put to the capital or stock of the said partnership, and be considered and taken as part thereof; and all loss and damage that shall come or happen thereon or thereby, shall be sustained and borne by such of the said parties only as shall so trade or deal contrary to this agreement: And it is hereby further mutually covenanted, declared, and agreed by and between the said parties to these presents, that the said partnership, trade, or business between the said A., B., and C., shall be

managed and carried on by the said parties, in the warehouse, messuages, or tenements and premises, situate and being at No. 17, in _____ Street aforesaid, where the partnership, trade, or business between the said A. and B. hath been for some time carried on, or in such other houses or places as they the said A., B., and C. shall mutually agree upon; and that the said warehouses, messuages, tenements, and premises above mentioned, shall be occupied, used, and employed for the use and benefit of the said A., B., and C., so long as they shall agree to carry on their said partnership business there; and that the firm of the said partnership or house of trade shall be A., B., and Co.; and that in all cases where there shall be occasion to give any note or bond or other security for the payment of any sum or sums of money on account of the said partnership (other than and except where the same shall be necessary in the common ordinary course of business), the same shall be respectively signed and executed by all of them the said A., B., and C.; and if any or either of them shall give any such bond or other security (except in the case before mentioned) which shall not be executed or signed by their or his partners or partner, then every such bond, note, or other security shall be deemed to be given on the account of the partners or partner only giving the same, who shall pay, satisfy, and discharge the same out of their or his own estates or estate, and not out of the capital or stock of the said partnership, and shall indemnify and save harmless the others or other of the said parties, and their or his estate, of and from the payment thereof, and all costs, charges, damages, and expences on account thereof; and that each of them the said A., B., and C. shall and will diligently and faithfully employ himself in and about the affairs and business of the said partnership, and conduct, manage, and carry on the said trade or business for the greatest benefit and advantage thereof; and that neither of them shall withdraw himself from attending to the said partnership trade or business, under any pretence whatsoever, unless hindered or prevented by sickness or some other inevitable accident; and that each of them the said parties shall and will be just and faithful to the others and other of them in all his buyings, sellings, accounts, reckonings, receipts, payments, dealings, and transactions in and about the premises, and shall and will give, make, and render to the other of them a just and faithful account of the same from time to time and at all times when and as often as the same shall be reasonably desired or required; and that they the said A., B., and C. shall at all times during the continuance of the said partnership hereby agreed on, have and be entitled to the capital stock in trade, fixtures, and effects of and belonging to the said partnership, and the increase thereof, and all apprentice fees, and other the gains, profits, benefit, and advantage that shall arise or accrue by reason of the said trade, and of and in all the monies, goods, wares, merchandizes, and all other things which shall from time to time be in or belong to the said partnership, between the said A., B., and C., in the proportions next herein-after mentioned; (that is to say), the said A. shall have or be entitled to six sixteenth parts or shares therein respectively (the whole into sixteen equal parts or shares to be divided); and the said B. shall in like manner have and be entitled to seven sixteenth parts or shares thereon respectively (the whole into sixteen equal parts or shares to be divided); and the said C. shall have and be entitled to the other or remaining three sixteenths thereof respectively (the whole into sixteen equal parts or shares to be divided). And it is hereby further covenanted, declared, and agreed by and between the said parties to these presents, that the whole rent, taxes, and insurance of the said warehouses, messuages, or tenements and premises in _____ Street aforesaid, and the salaries, wages, and expences of clerks and servants respectively, who shall be hired, engaged, or employed in the said premises, or in the business of or

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Partnership to be carried on in _____ Street;

Stile of Firm to be _____;

Notes, Bonds, &c. to be signed by all the Partners;

Securities not executed by all Partners shall be deemed only on account of the Partner giving same;

Partners to apply themselves faithfully to Partnership Business;

Partners to be faithful and just to each other in Buyings and Dealings;

to render Accounts of Transactions;

Partners to be entitled to Stock, Gains, Profits, and Fixtures, &c. in Proportion, &c.;

A. to be entitled to 6-16ths;

B. to 7-16ths;

C. to remaining 3-16ths;

Rent, Taxes, Salaries, Wages, and Expences necessarily incurred to come out of Capital;

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also Losses or Damages, Debts, &c.;

(except Debts occasioned by trusting Persons forbid by other Partner in Writing);

such Losses to be borne in like Proportions as Partners are entitled to Capital; one of Partners obliged to go once a Year to Manchester for the Purposes of the said Trade; Expence of such Journey, not exceeding a Guinea a Day, to be paid out of Partnership Stock;

C. to be allowed £40 for every Clerk or Servant he shall board and lodge;

£40 yearly to be allowed to C. for Entertainment of the Correspondents and Customers of said Partners; to be deducted monthly;

C. to pay to Partnership for the Use and Occupation of the Premises occupied by him;

Partners not to take Apprentices or others without Consent.

Partners not to lend any Monies or give Credit to any Person whom any of the Part-

belonging to the said partnership; and all expences of fire, coals, candles, and other necessary and proper charges and expences which shall be occasioned or incurred in or about the said warehouse and premises, and the said trade and business of the said copartnership, or in anywise relating thereto; and all debts and duties owing, and which shall be owing for or by reason of the said partnership trade between the said A., B., and C.; and all losses or damages which shall come or happen to the capital or stock of the said partnership in or by the said trading, or by bad debts (excepting only such losses as shall happen to come by the trusting or delivering out of any goods or monies by either of the said parties to any person whom the other shall have forbid him in writing to trust, as hereafter mentioned), decay of goods, suits or actions in any court or courts of law or equity, relating to the said partnership only, or any other casualties or accidents whatsoever, shall be paid, sustained, and be borne by and out of the capital or stock of the said partnership, and the gains and profits arising from the said trade or business, or in case the same shall become deficient, by all the said parties to these presents, their executors or administrators, out of their separate estates, in the same or like proportions as they now are entitled to the capital or stock of the said partnership: And as it will be necessary for one of them the said A., B., and C., once a year, or thereabouts, to make a journey to Manchester for the purposes of the said trade, it is hereby agreed, that the expences of such journey (not exceeding the rate of one guinea per day) shall also be paid and borne out of the said partnership stock and gains: And it is further agreed, that there shall be allowed out of the gains and profits of the said joint trade unto the said C., who hath undertaken and agreed, and doth hereby agree to find and provide board and lodging for the clerks and servants employed or to be employed in the said partnership trade or business between them the said A., B., and C., during the continuance thereof, £40 per annum for every such clerk and servant so boarded and lodged; and that there shall be also allowed out of such gains, profits, and increase, unto the said C., the yearly sum of £40 for the accommodation and entertainment of the correspondents, customers, and dealers with them the said partners in the said partnership trade or business; and that it shall be lawful for the said C. monthly, and every month, to deduct and retain one twelfth part of the amount of the said several yearly sums so agreed to be allowed in respect of the matters or annual allowances before mentioned, out of the gains, profits, and increase of the said partnership trade and business; and that he the said C. shall account for and pay to the said partnership trade or business for the use and occupation of the dwelling part of the said premises by the said C. and his family, and such clerks and servants as aforesaid, at and after the rate of £60 per annum, for and during such time as the said C. and his family shall continue to occupy the same; and that neither of the said partners shall take or employ any apprentice or apprentices, journeymen or servants, for or in the business of the said partnership trade or business, without the consent and agreement of the others of them; and that each or every of them the said parties shall and will from time to time during the continuance of this partnership, upon reasonable request, notify and declare unto the others of them all such letters, accounts, writings, and other things as shall or may come into his hands or to his knowledge, in any way touching or concerning the said partnership trade or business between them the said A., B., and C.

And it is hereby further covenanted, declared, and agreed by and between the said parties to these presents, that neither of them the said A., B., and C. shall at any time during the continuance of this partnership lend any of the monies, or deliver upon credit any of the goods, belonging to the said partnership, to any person or persons whom the others or other of the said

parties shall, before the lending or delivery of such money or goods, have forbidden him to trust (by notice in writing); and if any or either of the said parties shall so lend any of the money, or deliver upon credit any of the goods of or belonging to the said partnership, after such notice given to the contrary as aforesaid, then in every such case the party so lending or delivering upon credit any such money or goods as aforesaid shall pay unto the stock or cash of the said partnership, for the use of the said partnership, so much ready money as the full amount or value of the money or goods which he shall so deliver upon credit as aforesaid shall amount unto or be valued at. And that neither of the said parties shall, without the consent of the others or other of them in writing first had and obtained, enter into any bond or become bound as bail, surety, or security with or for any person or persons whomsoever. And that neither of the said parties shall speculate or game in the funds or lottery, nor shall do, or wittingly or willingly suffer to be done, any act, matter, or thing whereby or by reason or means whereof the capital or stock of the said partnership, or any of the goods, wares, merchandizes, debts, monies, or effects belonging or to belong to the same, may be seized, attached, extended, or taken in execution. And therefore each or every of the said parties shall and will duly and punctually pay and discharge his own proper debts due and owing, as well before the date hereof as hereafter to grow due and owing, on their or any or either of their own accounts, to any person or persons whomsoever. And that each or every of them the said A., B., and C., his heirs, executors, or administrators, shall and will from time to time and at all times hereafter save, defend, keep harmless, and indemnified the others and other of them, their and his heirs, executors, and administrators, and the capital or stock of the said partnership, and the increase and gains thereof, and all other the said premises, of and from all his respective private and separate debts and engagements already contracted or entered into, or hereafter to be contracted or entered into, and of and from all damages and expences on account thereof, and of and from all debts and engagements whatsoever by any or either of the said parties contracted or entered into, out of, or not relating to the said partnership hereby entered into as aforesaid. And that it shall and may be lawful to and for each or every of them the said A., B., and C., during the continuance of the said partnership so agreed upon between them as aforesaid, to have and take monthly out of the capital or stock of the said partnership, or out of the clear gains and profits thereof, for the subsistence of himself and family, and for his own individual current use and interest, a sum after the rate of £19 per cent. per annum on the amount of their respective shares and proportions of and in the said capital from time to time existing in the said trade; but that the overplus of the clear gains of the said partnership trade or business shall accumulate and go towards increasing the capital or stock thereof, for the benefit of them the said A., B., and C., but in the respective shares and proportions hereinbefore mentioned, until such time as it shall appear by the books and accounts of and belonging to the said partnership trade, between the said A., B., and C., that the full and entire sum of £40,000 has been actually realized, and is in use and employ as the capital or stock of the said partnership trade between the said A., B., and C.; and that from and after such time, the overplus of the said clear gains and profits, after satisfying such interest or monthly sums to be taken out by each of the said parties as aforesaid, shall be divisible between them the said parties, and shall be had, taken and enjoyed by them respectively according to their several shares or proportions of and in the said stock or capital of the said partnership as aforesaid, but at the times and in the manner following; that is to say, one moiety or half part of the overplus to arise within the year next after the aforesaid sum of £40,000 shall be realized and in use as aforesaid, and at the end

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ners shall have forbidden in Writing;

and if he does, then such Partner to pay into Partnership Stock the Amount thereof;

Partners not to enter into Bond or become Bail, without Consent of others in Writing;

Partners not to speculate in the Funds or Lottery, or do any Act whereby Partnership Stock may be seized or taken in Execution;

each Partner to pay his own Debts;

each Partner to indemnify and save harmless the other of them, and the Capital, &c. from their private Debts;

Partners to take monthly out of Partnership Capital for their Subsistence, £19 per Cent. on the Amount of their respective Shares;

Overplus of Gains to accumulate and go to increase the Capital, in the Proportions hereafter, until Capital amounts to £40,000;

then Overplus of Gains, after satisfying such Interest or monthly Sums, to be divided between Partners;

in Manner following, One-half of Overplus to arise within One

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Year after
£40,000 Capital shall be realized, &c.;
the other at the
End of Twelve
Months from the
Time of taking
such Account;
Books to be kept
and Entries of all
Transactions relating to Partnership to be made therein;

Partners to have
Access to Books
during Continu-
ance of Partner-
ship.

On 1st August
succeeding these
Presents, and on
every succeeding
1st August,
a general Ac-
count and Rest
in Writing to be
made and taken
of Goods, &c.
sold, and all the
Stock, &c.;

General Ac-
count, &c. to be
entered in Three
Books, and
signed by Part-
ners within
Three Months
after the taking
thereof.

and expiration of six calendar months from the time of taking the then next general yearly account, pursuant to the agreement herein-after for that purpose contained, and the other moiety or half-part thereof at the end and expiration of twelve calendar months from the time of taking such account as aforesaid, and so in like manner with respect to the over-plus to arise in every succeeding year of the said partnership between the said A., B., and C. And it is hereby further covenanted, declared, and agreed by and between the said parties to these presents, that they the said parties, or some or one of them, or such other person or persons as shall be by them employed in the business of the said partnership between the said A., B., and C., shall and will write and enter, or cause to be written and entered, into proper books of account, which shall be provided and kept by the said parties at or in such warehouse, accounting-house, or premises wherein their said partnership trade or business shall be carried on, true, plain, and perfect entries of all the monies and merchandizes, debts, and other things belonging or relating thereto, which shall be received, paid, sold, incurred, contracted for, brought, delivered out, and dealt in by them respectively, and the true rates and prices of such goods, wares, and merchandizes, and of all such other matters and transactions as are usually written and entered into books of account of the like nature kept by merchants, warehousemen, and factors, together with all such circumstances of names, times, and places, as may be necessary or useful for the better manifestation of the state and proceedings of the said partnership trade or business, which said books of account, together with all bonds, bills, specialties and assurances, notes, letters, and other writings that shall from time to time concern the said partnership, or the business or stock thereof, shall be kept and remain within the said warehouse, accounting-house, and premises, or such other place wherein the said trade or business shall be carried on for the time being, whereunto all the said parties hereto shall and may have free access from time to time, and at all times, at their and each and every of their free will and pleasure, during the continuance of the said partnership between the said A., B., and C.; and after the expiration or other sooner determination thereof, to view, examine, copy out, and cast up the same, and to enter and write down their accounts in the said book; and that all monies received by any or either of them the said A., B., and C., or any of their clerks, servants, or apprentices, shall immediately upon the receipt thereof be entered into the cash books of the said partnership so agreed upon for the term of six years aforesaid. And further, that on the first day of August now next ensuing, and on every succeeding first day of August during the continuance of this partnership between the said A., B., and C., a full and general account and rest in writing shall be made and taken by the said parties of all such goods, wares, and merchandizes as shall have been sold in the said trade or business, and of all the stocks, monies, debts, or other things belonging, due, or owing to them the said partners, and of all such debts as shall be due or owing from or by the said partnership between the said A., B., and C., to any person or persons, by reason of their said trade or business, and of all such other matters and things as are usually comprehended in annual accounts of the same nature taken by merchants, warehousemen, and factors, and a just valuation and appraisement shall be made by the said parties of all the particulars included in such account; which said general account or rest, valuation and appraisement, shall from time to time be written and entered into three books, and shall be signed and subscribed by all of them the said parties within three calendar months after the taking thereof respectively; and after such subscription, each of the said parties shall take one of the said books into his custody, and shall be bound and concluded by every such account respectively, unless some manifest error shall be found therein, and signified

by one of the said parties, his executors or administrators, to the other or others of them, his or their heirs or administrators, within two years after such signing; in which case, but not otherwise, such error shall be rectified.

Provided always, and it is hereby further agreed and declared by and between the said parties to these presents, that if either of them the said A. and B. shall be minded and desirous to determine, dissolve, and put an end to the said partnership as to the said C., or he the said C. shall desire to withdraw therefrom at any time before the expiration of the said term of six years, and of such their or his mind or desire shall give or leave notice or warning in writing to or for the others or other of the said parties, at the warehouse, accounting-house, and premises where the said partnership business shall be carried on, for the space of six months, that then and in such case, but not otherwise, the said partnership between the said A., B., and C. shall cease and determine at and from the end of six months as shall be mentioned and expressed in such notice or warning, and thereupon an account shall be immediately taken and made up of all the partnership stock, goods, chattels, debts, and effects, and all matters and things relating to or affecting the same, and the amount or value of the share of the said C. of and in the capital or stock of the said partnership between the said A., B., and C., after paying or allowing for his proportionable part or share of the debts then due and owing on account of the said trade or business so to be carried on by the said A., B., and C. as aforesaid, together with lawful interest for the same, commencing from the end of three months next after such dissolution, shall be paid to the said C. by the joint and the several bonds of the said A. and B. in a suitable penalty, by four equal payments at three, six, nine, and twelve months next after such dissolution; and such assignments, deeds, and instruments shall be entered into and executed as shall be deemed necessary and advisable, as well for vesting the part or share of him the said C. of and in the said partnership stock, effects, and premises, in them the said A. and B., as for indemnifying and saving harmless the said C., his heirs, executors, and administrators, of and from the debts which shall be due or owing on account of the said partnership between them the said A., B., and C., and from all loss, costs, charges, damages and expences, which he or they shall or may suffer, sustain, or be put unto on account thereof.

And also that in case the said C. shall happen to depart this life before the expiration of the said term of six years, and the said partnership between him and the said A. and B. shall not have been previously dissolved and determined as aforesaid, the said A. and B., and the executors, administrators, and assigns of the said C., shall and will, within three months after such death, take and make up an account between them of and concerning the partnership stock, goods, chattels, debts and effects, in like manner as is agreed upon between the said A. and B. and the said C. in case of such previous dissolution as aforesaid. And that the said A. and B. shall take the part or shares of the executors, administrators, or assigns of the said C. of and in the same, and secure the payment of the amount thereof, with lawful interest, commencing at the end of three months next after such decease, by their joint and several bond, in a suitable penalty, by such four equal payments as aforesaid. And moreover it is hereby mutually covenanted and agreed by and between the said parties, that at the end of the said term of six years by effluxion of time, the said A., B., and C. shall, within one month then next following, in case the said partnership shall not be previously dissolved or determined, make up, state, and adjust a true, plain, and final account and reckoning, in writing, of and concerning their said partnership trade or business, and all monies, debts, goods, wares, merchandizes, profits, gains, and advantages which shall be then due, owing, or appertaining to

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Six Months Notice to be given to or by C. of Wish to withdraw from Partnership;

on such Notice Account to be taken of Stock, &c. and Share of C. to be paid him by Bonds of the other Partners, by Four equal Payments, at 3, 6, 9, and 12 Months;

Deeds, &c. to be executed as shall be deemed advisable, as well for investing Share of C. in other Partners as for indemnifying him from Debts, &c. of Partnership.

In case of C.'s Death before End of Partnership, the other Partners and Executors, &c. of Deceased, to make up an Account of Partnership Stocks, &c.;

surviving Partners to take the Share of deceased Partner, and secure the Payment thereof, with Interest.

Partners to make up an Account of Partnership Concern at the End of the Term agreed for its continuing.

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Unless a new Partnership shall be agreed upon, the Stock to be taken by A. and B., and they to secure unto the said C. his Share, with Interest.

After Determination of Partnership, and if a new one not agreed on, A. and B. to continue Partners ;

for the Residue of 14 Years, as agreed by them by former Deed ;

on the same Terms as therein described ;

except as to Increase of Capital and Profits.

Profits to be divided, allowing an Interest of £9 per Cent. on Capital monthly.

In case of Death of A. or B. before Expiration or Dissolution of Partnership, Executors, &c. of such deceased Partner shall be entitled to his Share ;

Surviving Partners to execute to his Representatives a Bond, with Two Sureties, to be approved of by

their said capital or stock in trade, and of all debts, sums of money, losses, charges, and expences which by reason of the said trade shall be due and owing from the said partnership, or the said parties shall have sustained on account thereof ; so that the true state of the said partnership, and the interests of the said parties therein, may appear ; and thereupon also, unless a new or further partnership shall be formed or agreed upon between the said A., B., and C., the whole of the said partnership stock and effects shall be taken by the said A. and B., and they the said A. and B. shall and will, immediately after the making and adjusting such true and final account or reckoning, secure unto the said C. the amount of his part or share of and in the stock or capital and effects of or belonging to the said partnership concern, with such interest as aforesaid ; and such assignment, deeds, and instruments shall be made and executed between the said parties respectively, as in case of a dissolution of the said partnership previous to the expiration of the said term of six years ; provided always, and it is hereby expressly covenanted, agreed, and declared by and between the said A. and B., that from and immediately after the determination of the said partnership between them the said A., B., and C., in case a new or further partnership shall not be formed or agreed upon and entered into between them the said A., B., and C., they the said A. and B. shall and will from thenceforth be or become and continue copartners together, and joint traders in the said trade or business of a merchant, warehouseman, and factor, and in all things incident or belonging thereto, and in all other business which they shall mutually agree to trade and deal in, for and during the then residue of the aforesaid term of fourteen years agreed upon by the said indenture of the 1st day of August 1820, if they the said A. and B. shall, jointly, so long live ; but under and subject to the like provisoes, conditions, covenants, declarations, and agreements, in all respects, as are mentioned and contained in the same last-mentioned indenture, or as near thereto as may be ; save and except only so far as such last-mentioned indenture relates to an increase of capital, and limits the quantum or amount of the gains and profits to be in the meantime taken out of the trade or business ; the clear gains and profits whereof are hereby agreed to be from thenceforth shared and divided between the said A. and B. equally, share and share alike, from time to time, upon adjusting and settling the general yearly account of their said partnership concern ; deducting and allowing only for an interest or sum after the rate of £9 per cent. per annum on the whole of their then capital, to be taken out of such gains or profits, by each of them the said A. and B. monthly, for their respective, several, and individual use : And it is hereby further mutually covenanted and agreed by and between the said parties to these presents, that in case either of them the said A. and B. shall die before the expiration of the said term of six years, leaving both his said partners him surviving ; and in case also the partnership between them the said A., B., and C. shall not have been dissolved or determined previous to such death, the executors, administrators, and assigns of such of them the said A. and B. who shall so die, shall have and be entitled to the full amount or value of the share and proportion of the party so dying, of and in the stock, gains, and effects belonging to the said partnership between them the said A., B., and C., as the same shall appear to amount unto at the time of the death of the partner so dying, to be secured and paid as follows, (that is to say), the survivor of them the said A. and B. and the said C. shall and will, so soon as the amount or value of the part or share of such of them the said A. and B. who shall so die can be ascertained, execute and deliver unto the executors, administrators, or assigns of the party so dying, one bond or obligation in the law, whereby such surviving partners, their respective heirs, executors, and administrators, with two securities to

be approved of by the executors, administrators, or assigns of the deceased partner, shall become bound to the executors, administrators, or assigns of the party so dying, in the usual penalty, conditioned for the due payment unto the executors, administrators, or assigns of the partner so dying, of the amount or value of the share or proportion of such deceased partner of and in the said partnership stock and effects, and the gains, profits, and increase thereof, together with interest for the same after the rate of $\text{\pounds}5$ per cent. per annum, to be computed from the end of three months next after such decease, at the times and in manner following, (that is to say), one-third part of such amount or value, with interest for the whole, to be computed from the end of such three months as aforesaid, upon the expiration of six calendar months next after such death; one other third part thereof, with interest then due on the remaining second and third parts thereof, immediately upon the expiration of twelve calendar months next after such death; and the remaining third part thereof, with interest for the same, to be computed from the end of such twelve months, immediately upon the expiration of eighteen calendar months next after such death; and such surviving partners shall also enter into one bond or obligation, with sufficient penalty, to such executors or administrators, conditioned for the due payment and discharge of all such debts and sums of money as shall be outstanding, due, and owing from the said partnership trade or business, between them the said A., B., and C., at the time of the decease of such partner so dying; and for indemnifying the said executors or administrators therefrom, upon sealing and executing which said bonds the said executors or administrators of the deceased partner shall and will, at the request, costs, and charges of the partners surviving, make, do, and execute all and every such acts, deeds, assignments, and assurances in the law, as shall be requisite and necessary for transferring the part or share of the partner so dying of and in the partnership stock and effects to, and vesting the property thereof in the surviving partners, as they shall be required and directed by such surviving partners, under the agreements herein-after contained as to the parts or shares, part or share, which such surviving partners shall have and take in the capital or stock, gains and profits of the said partnership business after the decease of either of them the said A. and B., during the then residue of the said term of six years, for which they the said A., B., and C. agreed to become partners as aforesaid: And it is hereby further agreed and declared, that in case of the death of any or either of them the said A., B., and C., during the said term of six years as aforesaid, the surviving partners shall and will, within thirty days next after such decease, make, render, and give unto the executors, administrators, or assigns of the partner so dying, a just, true, and faithful account of the said partnership stock, and the gains, profits, and increase thereof, at the time of the decease of such partner; and that it shall and may be lawful to and for such executors, administrators, or assigns, and such person or persons as shall be by them appointed for that purpose, for the space of three months next after the rendering of such account, or until such bonds shall be given and accepted as aforesaid, to have free access to the books, accounts, papers, and writings of and belonging to the said partnership trade or business, in the hands of the surviving partners or otherwise, at all reasonable times in the day-time, to examine and compare such account as aforesaid therewith; and to make such copies or extracts from the said books, papers, and writings, as shall be thought necessary or proper.

Provided also, and it is hereby further agreed and declared by and between the said parties to these presents, that in case of the death of either of them the said A. and B., before the expiration of the said term of six years, leaving both his partners him surviving; and in case also the partnership between the

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such Representatives, in a Penalty sufficient to cover Deceased's Share, with Interest;

1-3d Part upon the Expiration of 6 Months;

1-3d Part in 12 Months;

1-3d Part in 18 Months;

Surviving Partners to enter into Bond to Representatives of Deceased for outstanding Debts due to Partnership, and for indemnifying Representatives;

Representatives of Deceased to execute such Deeds, &c. as surviving Partners shall require for transferring Deceased's Share to surviving Partners.

In case of Death of any of the Partners, the Survivors shall, within 30 Days, give unto the Representatives of such deceased Partner a just Account of the Partnership Stock, &c.

Representatives of Deceased, or Persons by them appointed, to have Access to the Partnership Books, and to inspect the same.

In case of Death of A. and B.;

Vol. III. Ch. IV. said A., B., and C. shall then continue shall and will carry on and continue the said trade or business of a merchant, warehouseman, and factor, and in all things incident and belonging thereto, and all other businesses which they shall mutually agree to trade and deal in, for and during the then residue of the said term of six years, if both of them the surviving partners shall so long live, unless either of them should be minded or desirous of determining the same by virtue of the power in that behalf herein-after referred unto; and they the said surviving partners shall take, have, and be entitled unto the capital or stock, gains and profits of such their partnership concern in the respective shares and proportions following, (that is to say), the survivor of them the said A. and B. to two full third parts or shares thereof (the whole into three equal parts or shares to be divided); and the said C. to one full equal third part or share thereof (the whole into three equal parts or shares to be divided); and the said surviving partners to advance and make up their respective shares of and towards the capital or stock accordingly, as such partnership as last-mentioned, to be conducted and carried on under and subject to the like provisos, conditions, covenants, declarations, and agreements, in all respects, as are mentioned in the said indenture of the 1st August 1799, concerning the said partnership between the said A. and B., or as near thereto as circumstances will admit of, (save and except only so far as such last-mentioned indenture relates to an increase of capital, and limits the quantum or amount of the gains and profits to be in the meantime taken out of the trade or business, the clear gains and profits whereof are hereby agreed to be shared and divided between such surviving partners in the respective shares and proportions, they will be entitled to the capital or stock of their said partnership from time to time, upon adjusting and settling the general yearly account, after deducting and allowing thereout an interest or annual sum, after the rate of $\text{£}9$ per cent. per annum, on the respective parts or shares, part or share of such surviving partners severally, of and in the stock or capital of their said partnership, to be taken out monthly by the said partners respectively for their several or individual use.)

surviving Partners to be entitled unto the Capital, &c. of such Partnership Concern, in manner following,
A. and B. 2-3ds;
C. 1-3d;

surviving Partner to advance their respective Shares.

Partners not to indorse or accept Bills, &c. or gamble in the Funds or Lottery;

if so, the other Partners may dissolve Partnership;

Capital Stock of such Partner to go to and belong to the others.

Provided also, and it is hereby further agreed and declared by and between the said parties to these presents, that if any of them the said A., B., and C., shall at any time during the continuance of this partnership draw, indorse, or accept any bill of exchange or note, or sign or execute any other security for money in the name of, or so as to bind the said parties as partners, in order to raise or procure money for his own private use or benefit, or for any other purpose than for or on account of the said partnership business, and in the common and usual course of the said business; or shall speculate or gamble in the funds or lottery; then and in such case it shall and may be lawful to and for the other of the said parties at any time thereafter, and without any previous notice for that purpose, to determine and dissolve the said partnership; in which case the whole of the capital stock of the said partnership, and the monies, debts, or other effects belonging, due, or owing to the said partnership trade or business, and the gains and profits arising therefrom, shall go and belong to the others of the said parties; and such compensation shall be made to the party so acting contrary to this proviso, for his share and interest of and in the capital stock of the said partnership, and the monies, debts, and other effects belonging, due, or owing to the said trade or business, as his executors or administrators would have been entitled to in case such partner had died at the time of such dissolution of the said partnership, and from thenceforth the other parties or party shall carry on the said trade in such and the same manner, to all intents and purposes, as if the party so discharged was actually dead; any thing herein contained to the contrary thereof in anywise notwithstanding.

Provided also, and it is hereby further agreed and declared by and between the said parties to these presents, and each or every of them, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the other and others of them, his and their executors and administrators, that in case any or either of them the said parties shall, at any time or times, (with the consent of the other of them), advance or lend any sum or sums of money to the said partnership or joint stock or trade, over and above the said sums and effects so agreed to be advanced and brought in by them respectively into the said trade or business as aforesaid, that then and in every such case the stock of the said partnership, and the gains and profits of the said trade or business, and all the effects belonging thereto, shall at all times be liable to refund and pay to the party lending the same, his executors, administrators, or assigns, all and every such sum and sums of money so to be lent as aforesaid, with lawful interest for the same from the time of advancing or lending thereof, until the same shall be fully repaid and satisfied; such interest to be paid and received by equal half-yearly payments for every year, and so in proportion for less than one half a year; and if such joint stock, gains, profits, and effects shall fall short and be deficient to pay and satisfy all such monies so lent as aforesaid, then the other parties respectively, or party, their or his respective executors or administrators, shall pay and make good, out of their or his separate estate or estates, a proportionable part of so much of such principal monies so lent and advanced, and the interest for the same, as the said stock, gains, profits, and effects shall fall short and be deficient to pay and satisfy the party lending such money, his executors, administrators, or assigns, according to his or their share or shares, or proportions and interests of and in the capital or stock, gains, profits, and effects of the said partnership.

And it is hereby further agreed by and between the said parties to these presents, that if any doubt, difference, cause of suit or dispute shall at any time or times hereafter arise or happen between the said parties to these presents, their respective executors or administrators, or any of them, for or on account of any matter, clause, or thing in these presents, or in the said indenture of the 1st August 1799 contained, or otherwise, touching the management and carrying on the said business, or dividing the gains thereof, or the occupation of the said warehouse, accounting-house, and premises, or any house and premises hereafter to be taken for the said partnership trade or business, or the mode of dissolving the same and disposing of the partnership stock in trade, debts, and effects, which shall not within one calendar month after the same shall arise be fully decided between themselves, that then and so often and in every such case the matter of every such doubt or dispute shall from time to time, upon the request of any or either of the said parties to these presents, his executors or administrators, be reduced into writing, and be committed and referred to the hearing of three indifferent persons, to be chosen, one of them by the said A. his executors or administrators, another by the said B. his executors or administrators, and a third by the said C. his executors or administrators; and in case either of them the said parties, his executors or administrators, shall neglect or refuse to nominate or choose an arbitrator on his part for the space of thirty days next after notice in writing shall have been given by the others or other of the said parties, his executors or administrators, of their or his having chosen arbitrators on their or his respective parts, or on his part, then in case two persons shall have been appointed as arbitrators by the parties so giving notice to the other of them as aforesaid, they the said parties so giving notice are hereby authorized to appoint some third person as arbitrator on the behalf of the party who shall so neglect or refuse to appoint

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Joint Stock to be liable for any additional Sum to be advanced or brought into the Partnership by any of the Partners;

in case joint Stock insufficient to pay such additional Advance, then the separate Property of the other Partners liable.

Differences to be referred to Arbitration.

Vol. III. Ch. IV. an arbitrator; but in case only one of the parties, his executors, administrators, or assigns, shall have appointed an arbitrator on his or their part and behalf, and the other of the said parties respectively and their respective heirs, executors, administrators, and assigns, shall neglect or refuse to appoint arbitrators on their respective parts, the party, his executors, administrators, or assigns, so having appointed an arbitrator on his or their part, is and are hereby authorized to appoint arbitrators on the respective parts and behalves of the parties so neglecting or refusing to appoint arbitrators.

Award to be
conclusive and
binding.

And it is hereby covenanted, declared, and agreed by and between the said parties to these presents, that the award, order, and determination of the said three persons so to be chosen as aforesaid, or any two of them, in the matter or matters referred to them, shall be binding and conclusive upon all the said parties, their executors, administrators, and assigns, and shall be performed, observed, and kept by them accordingly, without any further suit or trouble whatsoever, provided such award, order, or determination be set down in writing under the hands and seals of the persons making the same, and be ready to be delivered to the parties concerned within the space of thirty days next after the request of either of the said parties for that purpose. And for the further and better enforcing the performance and observance of all and every such award, the same shall from time to time be made a rule of the court of King's Bench at Westminster, according to the direction of the statute in that case made and provided. And for the true performance of all and every the covenants and agreements hereinbefore contained on the respective parts and behalves of them the said A., B., and C., each or every of them the said A., B., and C. doth bind himself, his heirs, executors, and administrators, unto the others and other of them, their and his executors and administrators, severally and respectively, in the penal sum of £5,000 of lawful money of Great Britain. In witness, &c.

Deed of Copart-
nership where
Real Property is
brought into the
Concern, with
numerous
Stipulations. (1)
Recital of
Agreement to
become Partners.
Leasehold Pro-
perty of A. to
be assigned to
A. and B.

This indenture, made, &c. between A. of, &c. of the one part, and B. of, &c. of the other part. Whereas, by articles of agreement, dated the day of made between the said A. of the one part, and the said B. of the other part, they did agree to become and continue copartners in the trade or business of a wholesale linen-draper, or in such other trade or business as they should mutually agree to carry on and follow, for the term of fourteen years, to be computed from the day of then last; and that the said A. should receive and bear two-third parts of the profits and losses of the said concern, and the said B. the remaining one-third part thereof: And whereas the leasehold premises whereon the said A. heretofore carried on his business, and whereon the said partnership business is intended to be carried, and which were lately the proper chattels and property of the said A., have been assigned to and vested in the said A. and B., for the purposes of the said intended partnership; and the same premises consist of a messuage or tenement standing or being in , held for the residue of a term of years, from the day of , at the yearly rent of , and of a certain building used as a warehouse or counting-house, with the rooms over, but not including the vaults or cellar under the same, situate and being at , and laid into and used and occupied as part of the aforesaid messuage or tenement, and held for the remainder of a term of years, from , at the yearly rent of . Now this indenture witnesseth, that in pursuance of the said recited agreement, and in consideration of the mutual trust and confidence which they have and

(1) As to the effect of partnerships on real property, see 3d vol. 285.

repose in each other, and for augmenting their respective fortunes, each of them the said A. and B. doth hereby, for himself, his heirs, executors, and administrators, and so far as concerns his own acts, deeds, and defaults, but not further or otherwise, covenant, promise, and agree with and to the other of them, his executors and administrators, in manner following: (*i. e.*)

1. *That* they the said A. and B. shall and will become, be, and remain copartners, and jointly exercise and carry on the trade or business of a for and during and unto the full end and term of _____ years, to be computed from the _____ day of _____ (if both of them the said A. and B. shall so long live), under and subject to the terms, conditions, and agreements hereafter mentioned.

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Agreement to become Partners.

2. *That* the capital to be employed in this present copartnership shall amount to the sum or value of £——, to be forthwith advanced and brought in by the said parties, in the manner following; (*i. e.*) the sum of £——, being two-third parts thereof, by the said A., and the sum of £——, being the remaining third part thereof, by the said B.

Capital.

3. *That* the leasehold premises, stock, and other effects late of or belonging to the said A., and which have been assigned or are become vested in the said A. and B. as herein-before mentioned (except the debts and monies due and owing to the said A. in respect of his said late trade), shall be brought into this present copartnership, and be considered as the share or part of the share (as the case may be) of the said A. of and in the aforesaid capital of £——; and for that purpose such leasehold premises, stock, and other effects (except as aforesaid) shall forthwith be valued and appraised by the said A. and B.; or in case they shall not agree in their valuation, then by two disinterested persons, one of them to be chosen by the said A., and the other by the said B.; and in case such two persons cannot agree in their valuation, then by such one person as such two nominees shall appoint to value the same; and such valuation, either by the said two first nominees, or the person to be appointed by them as aforesaid, shall be conclusive upon the said A. and B.

Premises, &c. of A. to be brought in by A. as Part of his Capital, and to be valued.

4. *That* the said leasehold premises, stock, and other effects so to be valued as aforesaid, shall, if equivalent to the sum of £——, be considered as the part or share of the said A. of and in the said capital of £——; but if not equal to such value, then the same shall be considered as part of his share of and in the said capital; and in that case he the said A. shall and will forthwith after such valuation advance and bring into the said copartnership so much money as, together with the amount of such valuation, shall make up the said sum of £——.

Leasehold Premises, &c. to be for or in Part of A.'s Share of Capital.

5. *That* the capital or stock so agreed to be brought in and provided by the said parties for the purpose of carrying on the said copartnership trade or business as hereinbefore is mentioned, shall be employed from time to time during this copartnership in the said trade or business, for the benefit and increase thereof, and the same or any part thereof shall not be converted or employed by either of the said parties, without the consent in writing of the other of them, in or for any other trade or purpose whatever; and that each of the said parties, his executors and administrators, shall at all times during the continuance of this copartnership, and at the end and expiration, or other sooner determination thereof, have a several right, title, and interest of, in, and to his share or proportion of the said capital or stock of the said copartnership.

Capital to be employed in the Business only.

6. *That* the said A. and B. shall be interested and concerned in the said trade or business, both as to profit and loss, in the proportions following; (*i. e.*) the said A. in two-third parts thereof, and the said B. in the remaining third part thereof.

Shares of the Partners.

7. *That* the said copartnership trade or business shall be exercised and carried on, and all correspondence, bills, notes, and securities of and belong-

Form and Place of Business.

Vol. III. Ch. IV. ing to the same, shall be carried on, entered into, given, and taken in the names of "A. and B.;" and that the said copartnership business shall be carried on in the said messuage or tenement and premises, situate in aforesaid (wherein the said trade hath been heretofore carried on by the said A. as aforesaid), or at such other place or places in the city of London, or elsewhere; as they the said A. and B. shall mutually agree upon.

**Rent, &c. and
Expences of
Business.**

8. *That* the rents payable in respect of the said leasehold messuages or tenement and premises so agreed to be brought into the said copartnership as aforesaid, and the expences of performing the covenants contained in the leases under which the same are respectively holden, and the rates, taxes, and assessments, parliamentary and parochial, or otherwise, now assessed or imposed, or which shall hereafter during the continuance of this copartnership be assessed or imposed, on the said leasehold premises, or any part thereof, and the salaries and wages of all the warehousemen or other persons employed or to be employed in or about the said trade or business, and all other charges and expences incidental thereto, and all debts and losses whatsoever which shall be contracted and sustained in carrying on this copartnership, shall be paid and discharged by the said parties hereto, in proportion to their respective shares in the said trade or business, and be allowed out of their shares in profits and gains of the said copartnership, before any division of the same; and that the expence of all alterations and improvements in or about the said leasehold premises shall be borne and sustained in like manner; such alterations and improvements (if any) to be made nevertheless with the mutual consent of the said parties hereto, and not otherwise.

**To insure the
Premises.**

9. *That* the said partners shall and will from time to time insure and keep insured the said messuage or tenement and premises, and all buildings erected or to be erected thereon, and all the stock in trade and property belonging to the said copartnership, and every part thereof, from loss or damage by fire, in some one or more of the public offices of insurance in London or Westminster, and for such sum or sums of money, time or times respectively, as the said persons shall from time to time think proper; and that the premium or premiums for such insurance or insurances, and the duty or duties payable in respect thereof, and the charges for effecting such policy or policies, or in anywise relating thereto, shall be borne, paid, and sustained by the said partners, according to their respective shares in the said copartnership; and that the money (if any) recoverable under such policy or policies shall become part of the capital of the said copartnership, and belong to the copartners in the shares to which they are respectively entitled in the said capital of £

**Apprentices and
Servants.**

10. *That* all apprentices, clerks, servants, porters, and other persons to be hired, taken, and employed in managing and carrying on the said copartnership trade or business, shall be hired and taken with the approbation of each other of the said copartners; and that the premium or sum of money which shall be taken with every such apprentice shall go and be considered as part of the profits of the said copartnership concern.

**Partners to be
diligent.**

11. *That* the said A. and B. shall and will from time to time, and at all times during the continuance of this copartnership, duly, constantly, and diligently apply, attend to, and employ themselves respectively, to the best of their respective powers and abilities, in and about the carrying on, transacting, managing, and improving of the said trade or business, unless prevented from so doing by illness or other inevitable accident.

**Partners not to
trade separately.
(1)**

12. *That* neither of them the said A. and B., during the continuance of this copartnership, shall exercise or carry on, or be in anywise concerned, either directly or indirectly, in any trade or business whatsoever, other than

what shall belong to *this* copartnership, and be for the benefit and advantage of the said partners, in manner herein-before mentioned and agreed upon, without the special licence and consent of *the* other of them first had and obtained in writing, and so long as the capital of the said concern shall not amount in value to £

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13. *That* neither of them the said A. and B. shall or will permit or suffer the said copartnership stock in trade and effects, or any part thereof, to be in anywise charged or incumbered with or for any private or particular debt which shall not concern the said copartnership.

Indemnity
against private
Debts.

14. *That* each of them the said A. and B. shall be entitled from time to time during this copartnership to receive and take * [on the last day of every calendar month, from and out of the monies belonging to the same copartnership, the following sums of money in part of his share of the gains and profits thereof, (that is to say), the said A. shall be entitled to receive and take the monthly sum of £ , and the said B. the monthly sum of £ , but that interest after the rate of £5 per cent. per annum, in respect of the sums which shall be so taken out, shall be paid or allowed by the party taking out the same, to be computed from the respective times when such sums shall be so taken out of the said copartnership, until the day of then next, at which the annual accounts or receipts are hereafter directed to be made and taken ;] [or, instead of the part from the * in this clause, say, receive and take from and out of the monies belonging to the same copartnership, by monthly instalments, on the last day of every calendar month, such sums of money as will be equal to £5 per cent. per annum, on the amount of their respective shares or proportions for the time being in the capital of the said copartnership]:* And that the monthly sums so to be taken out by each of the said copartners [together with such interest in respect of the same as aforesaid] shall go and be considered as part of his share of the clear yearly gains and profits of the said copartnership ; and in case the monthly sums so to be taken out [together with such interest thereon as aforesaid] shall at the end of the year exceed the sum which the party so taking out the same shall be entitled to in that year, of and in the clear yearly gains and profits of the said copartnership, then and in such case the said party shall be considered as a debtor for such excess to the said copartnership, but that neither of the said parties shall or will, without the consent of the other of them for that purpose first had and obtained, withdraw from or take out of the said copartnership any further sums of money than the monthly sums herein-before authorized to be taken out by him as aforesaid, except on account of interest upon any sum of money which he may have advanced to or continued in the said copartnership beyond his original share of the capital thereof, as hereafter is mentioned.

Monthly Draw-
ings for current
Expences.

15. *That* neither of them the said A. and B. shall not nor will, at any time during this copartnership, sell or deliver out upon credit or trust, and without ready money, any part of the stock or effects of or belonging to the said copartnership, to any person or persons, whereof the other of them shall forewarn him to the contrary, nor sell or deliver out upon trust or credit to any person or persons whomsoever, any part of the said stock or effects of greater value or amount than the sum of £ , nor take credit to more than the value or amount of £ , for any thing concerning the said copartnership trade or business, without the consent of the other of them first had and obtained : But that if stock, goods, or effects to the amount or value of £ shall be trusted forth after such forewarning to the contrary as aforesaid, or if any part of the said stock or effects of greater amount or value than the sum of £ shall be sold or delivered out upon trust or credit by either of the said partners, or if goods, stocks, or effects of more than the value of £ shall be taken or bought upon credit without such consent as aforesaid, contrary to the true intent and meaning of these pre-

Not to trust Per-
sons forewarned
against.

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Not to issue
Bills, &c. except
on account of the
Business.

sents, the same shall be at the risk of him so trusting forth or taking up the same; and in case of any loss or damage, the same shall be borne, defrayed, and sustained by him so trusting forth, giving credit, or taking up, and not by the said copartnership trade or business, but all gains and profits arising from any such transaction shall be considered as part of the gains of the said copartnership.

16. *That* neither of them the said A. and B. shall, during their copartnership, without the consent of the other of them for that purpose first had and obtained, issue out, draw, accept, or indorse any bill or bills of exchange, promissory note or notes, or any other security for money, in the copartnership names (except bona fide on account of the said copartnership (1);) nor enter into any bond, judgment, or statute; nor become bound or charged as bail or surety (2) with or for any person or persons whomsoever; nor sign any bankrupt's certificate or letter of licence; nor agree to accept any part of the whole of any debts or sums of money to the said copartnership due or owing; nor do or wilfully suffer to be done, nor be privy to any act, matter, or thing whatsoever, whereby or by reason or means whereof the said copartnership stock in trade and effects, or any part thereof, shall or may be seized, attached, extended, or taken in execution, or otherwise prejudiced, or whereby or by reason or means whereof the part, share, or interest of either of them the said A. and B., of and in the stock and effects of or belonging to the said copartnership, shall or may be charged, assigned, transferred, affected, or otherwise incumbered.

Books to be kept.

17. *That* all necessary and proper books of account shall be provided and kept by the said copartnership, wherein shall be written and entered a just, true, and particular account of all sums of money received and paid; and of all debts which shall be contracted, and all other matters and things necessary to shew the state and condition of the said copartnership trade or business; and that the same books, together with all bills, bonds, specialties, and other writings concerning the said copartnership, shall always remain in some convenient part of the counting-house for the time being of and belonging to the said copartnership, where each of them the said A. and B., his executors or administrators, during the said copartnership, and at all reasonable times afterwards, shall and may have free access to, and may read, peruse, and copy out the same, or any part thereof, at his and their free will and pleasure, without any interruption from the other of them, his executors or administrators.

Annual Rests.

18. *That* the said A. and B. shall and will during this copartnership, on the day of , in every year, or within days afterwards (unless prevented by illness or other inevitable accidents), state and make out a true, plain, and perfect account and valuation in writing of all stock in trade, monies, profits, estate, and effects, then being in, due, or belonging to the said copartnership, and of all debts then due or owing from the same; and upon the finishing of every such account and valuation, they the said A. and B. shall write and enter, or cause to be written and entered, the true particulars of every such account and valuation, in one or more book or books to be kept for that purpose, and shall subscribe their respective names at the foot of every such account, which accounts and valuations respectively, when stated, settled, and signed as aforesaid, shall be binding and conclusive, and shall not afterwards be opened or called in question by any person or persons whomsoever, unless some manifest error shall within twelve calendar months then next following be found or discovered to be therein, to the amount of £50 or upwards, and then only to rectify such error; and that upon the adjustment of every such account, the clear gains and profits of the said copartnership trade or business, after such payment and de-

(1) 10 East. 266.

(2) 3 Camp. 478.

ductions shall have been made thereout as herein-before is mentioned, shall be divided between the said A. and B. in the proportions herein-before mentioned. Vol. III. Ch. IV.

19. *That* if either of them the said A. and B. shall at any time or times, during this copartnership, with the consent of the other of them, advance or lend unto the said copartnership any sum or sums of money, over and above his part or share of the aforesaid capital or stock thereof, he shall be allowed and paid, out of the said capital and stock, or the gains and profits thereof (previously to any division of such gains and profits under the agreement for that purpose herein-before contained), interest for every such sum of money during the time that the same shall be continued in the said trade or business, at the rate of $\text{£}5$ per cent. per annum, by equal quarterly payments, and so in proportion for any less time than a year; and also shall be entitled to withdraw every such sum of money from and out of the said copartnership, whenever he shall be desirous to do so, upon giving two calendar months' notice in writing, of such his desire, unto the other of the said copartners. Partner advancing more than his Proportion of Capital, to be allowed Interest, &c.

20. *That* if either of them the said A. and B. shall, at any time or times during this copartnership, without the consent of the other of them for that purpose first had and obtained, withdraw or take from or out of the said copartnership, or the monies or effects of and belonging thereto, any further or greater sum of money than he shall be entitled to withdraw or take thereout by virtue of these presents, or issue, draw, accept, or indorse any bill or bills of exchange, promissory note or notes, or any other security for money in the copartnership names (except bona fide on account of the said copartnership); or if either of them the said A. and B. shall enter into any bond, judgment, or statute, or become bound or charged as bail or surety for or with any person or persons whomsoever, or shall do or wilfully suffer any act, matter, or thing whatsoever, whereby or by reason or means whereof the said copartnership stock in trade, or any part thereof, shall or may be seized, attached, extended, or taken in execution, or otherwise prejudiced, or whereby or by reason or means whereof the part, share, or interest of either of them the said A. and B. of and in the capital stock and effects of or belonging to the said copartnership, shall or may be assigned, transferred, or otherwise incumbered; or if either of them the said A. and B. shall at any time during the continuance of this copartnership, without the consent of the other of them first had and obtained, exercise or carry on, or be in anywise concerned, either directly or indirectly, in any trade or business whatsoever, other than what shall belong to this copartnership, and be for the benefit and advantage of the parties hereto in manner herein-before mentioned; then and in any or either of the said cases, it shall be lawful for the other of them (if he shall think fit, within three calendar months after the discovery thereof) to dissolve and determine this copartnership, by giving unto the offending partner, or leaving for him at the counting-house for the time being of the said copartnership, a notice in writing for that purpose; and immediately after such notice shall be given or left as aforesaid, the said copartnership shall cease, determine, and be absolutely void, and in that case the like final account shall be made and taken, and all such other matters and things shall be done, as are herein-before directed at the expiration of this copartnership by effluxion of time. On Breach of the Articles by either Partner, the other may by Notice dissolve the Partnership.

21. *That* in case either of them the said A. and B. shall happen to die during the continuance of this copartnership, an account and valuation shall forthwith, or as soon as may be afterwards, be made out and stated by the surviving partner, and the personal representative or representatives of the partner so dying, of and concerning the said copartnership trade or business, and of all monies, debts, goods, and profits which shall be due, owing, or

General Account on the Death of either Partner.

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Share of deceased Partner to be secured to his personal Representatives.

appertaining to the same, and of and concerning all debts, sums of money, losses, charges, and expences, which by reason of the said copartnership trade or business shall be due or owing to any person or persons, or which shall have been sustained on account thereof, so and in such manner as that it may appear what the state and property of the said copartnership concern, and the amount and value thereof shall be.

22. *That* immediately after such account and valuation shall be made out and stated as aforesaid, the survivor of them the said A. and B., together with a surety (to be approved of by the personal representative or representatives of the said partner so dying), shall, by their joint and several bond or obligation in writing, in a sufficient penalty, well and sufficiently secure unto the personal representative or representatives of such of them so dying as aforesaid, the payment of the amount or value of the share or proportion of such deceased partner of and in the surplus of the monies and debts (not being bad or doubtful), goods, profits, estates, and effects due, owing, or belonging to the said copartnership, as herein-before is mentioned, after payment of the debts which shall be then due from the same, or from such surviving partner in respect thereof; which said share or proportion shall by the said bond be secured to be paid by equal instalments, at one, two, and three years, to be computed from the decease of such partner so first dying as aforesaid, together with interest for such share or proportion after the rate of $\text{£}5$ per cent. per annum, to be computed from such decease, and to be paid by equal half-yearly payments; and then also such surviving partner shall, by his bond or writing in a sufficient penalty, save harmless and keep indemnified the personal representative or representatives for the time being of such partner so first dying as aforesaid, from and against all debts which, at the time of stating and adjusting such last-mentioned account as aforesaid, shall be due and owing to any person or persons on account of the said copartnership, and from and against all actions, suits, costs, charges, damages, and expences for or in respect or on account of the same debts, or any of them; and also, that the personal representative or representatives of such partner so first dying as aforesaid, upon due execution and delivery of such bonds as aforesaid, shall and will duly assign and release unto such surviving partner, his executors, administrators, and assigns, all the part, share, right, title and interest, claim and demand whatsoever, of such personal representative or representatives of, in, and to all and singular the stock in trade, goods, debts (except bad or doubtful debts), property, and effects, which at the time of stating and adjusting such last-mentioned account as aforesaid, shall be in, due, or belonging to the said copartnership, or to the said parties hereto in respect thereof; but nevertheless such representative or representatives shall be entitled to recover and have a lien upon the debts, property, and effects which shall be so assigned, and upon the stock in trade of the said copartnership then remaining in specie, for or in respect of all such sums of money, costs, charges, damages, and expences (if any), which he or they shall pay, bear, sustain, or be put unto by reason or on account of all or any part of the debts which at the time of such assignment shall be due and owing from the said copartnership, or the said parties hereto, in respect thereof.

Bad Debts to be divided as received.

23. *That* when and as such of the debts due and owing to the said copartnership, as in the said last-mentioned account so to be made as aforesaid shall be considered bad or doubtful debts, or any of them, or any part thereof respectively, shall be recovered and received, then the same shall be divided between such surviving partner and the personal representative or representatives of such partner so first dying as aforesaid, according to the proportions in which the said A. and B. are to be entitled to the gains and profits of the copartnership as aforesaid.

24. *That* in case any of the debts, which in such last-mentioned account shall be considered good debts, shall afterwards turn out to be bad, or if any expences shall be incurred by such surviving partner, his executors or administrators, in recovering the same, or any doubtful debt or debts not included in such account, then the amount of such debt or debts as shall so turn out bad, and all expences which shall be incurred or sustained in recovering or compelling payment of such bad or doubtful debts, or any of them, shall be borne and paid by such surviving partner, his executors or administrators, and the personal representative or representatives of such partner so first dying as aforesaid, in such proportions as is herein-before mentioned or referred to, in respect of the division of such bad or doubtful debts as shall be recovered and received as lastly herein-before mentioned; and that it shall be lawful for such surviving partner, his executor or administrator, by and out of any monies which shall remain to be paid by him or them to the personal representative or representatives of such partner so first dying as aforesaid, under the bond herein-before directed to be given for securing the share of such deceased partner as aforesaid, to deduct and retain the part or proportion of the personal representative or representatives of such deceased partner, as well of and in the account of such debt or debts which shall so turn out bad as aforesaid, as also of and in all expences which shall be incurred or sustained by such surviving partner, his executor or administrators, in recovering or compelling payment of such bad or doubtful debts, or any of them; and further, that if all the money intended to be secured by such bond shall have been paid to such personal representative or representatives, then such personal representative or representatives shall and will, upon demand, repay unto such surviving partner, his executor or administrator, the part, share, or proportion herein-before mentioned, of such personal representative or representatives, as well of and in such debts so turning out bad as aforesaid, as also of and in all expences which shall be sustained or incurred in or about the recovery of such bad or doubtful debts, or so much of such part, share, or proportion, as shall not have been deducted or retained by and out of the money which shall be secured by such bond as aforesaid.

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Debts afterwards proving to be bad to be allowed, &c.

25. *That* within three calendar months after the expiration of the said copartnership term of _____ years (in case the said copartnership shall so long continue), or within the like space after the said copartnership shall be dissolved in consequence of notice for that purpose given or left by either of them the said A. and B. as herein-before is mentioned, they the said A. and B. shall and will meet and account together, and make up, state, settle, and adjust between them, a true, plain, perfect, and final account and reckoning, in writing, of and concerning the said copartnership, and all monies, goods, gains, and profits which shall be then in, due, owing, or belonging to the same, or to them the said parties on account thereof, and of and concerning all debts and sums of money, losses, charges, and expences, which shall be due or owing from or in respect of the said copartnership, or have been sustained by reason or on account thereof, so and in such manner as that it shall and may thereby appear what the true state and property of the said copartnership shall then be, and how much of the same shall be then due, belonging to, or appertaining to each of them the said A. and B. according to their respective shares or proportions in the copartnership; and that immediately thereupon, or so soon afterwards as conveniently may be, true payment and satisfaction shall be made of all such debts and sums of money as shall be due and owing from or in respect of the said copartnership; and then also true payment, division, and delivery, shall be made between the said A. and B., according to their respective shares or proportions, of all and every the stock, monies, debts, goods, and effects which, after such payment as aforesaid, shall be in, due, or belonging or appertaining to the said co-

Final Rest on the Expiration or Dissolution of the Copartnership.

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Premises to belong to A. at the Expiration of the Copartnership.

Arbitration Clause.

partnership, or to the said parties on account thereof; and thereupon also each of them the said A. and B., his executors or administrators, shall make and give unto the other of them, his executors or administrators, such assignment of his part, share, and proportion of the debts and other effects which shall be then due or belonging to the said copartnership, together with full power and authority to sue for and recover such debts and effects as the party who is to have the same debts and effects upon such division as aforesaid shall reasonably require; and after such division, partition, and assignment shall be made, neither of them the said A. and B., nor his executors or administrators, shall or will receive, release, compound for, or discharge any debt or debts which shall be allotted unto the other of them, his executors or administrators, without the consent of the party to whom the same shall be allotted, or of his executors or administrators.

26. *Nevertheless* it is hereby agreed, that upon the expiration of the said copartnership by effluxion of time, as herein-before mentioned, or upon dissolution thereof in pursuance of the power for that purpose herein-before given as aforesaid, the said A. shall have and be entitled to the option of keeping the said leasehold messuage or tenement at _____, now held for the residue of the said term of _____ years, from the _____ day of _____ as aforesaid, as and for part of his share and proportion of and in the said copartnership property and effects, so upon such expiration or dissolution of the said copartnership to be shared and divided as aforesaid.

27. *That* if any dispute or difference shall at any time or times arise or happen between the said A. and B., their executors or administrators, on account of the said copartnership, or any matter or thing in these presents contained, then and so often as the same shall happen, the matter of every such dispute or difference shall, from time to time, at the request of either of the said parties, his executors or administrators, be reduced into writing, and submitted and referred to arbitration in manner herein-after mentioned, (that is to say), each of the said parties, his executors or administrators, shall name an arbitrator; but in case either of the said parties, his executors or administrators, shall, for the space of ten days next after request made to him in writing by the other party, his executors or administrators, refuse or neglect to name an arbitrator, then such other party, his executors or administrators, shall be at liberty to name two arbitrators, and the arbitrators who shall be named in either of the ways aforesaid shall, within ten days after their nomination, appoint a third arbitrator, and the award of such arbitrators, or any two of them, agreeing in their award, shall be final and conclusive; and in case the two arbitrators named as aforesaid shall refuse or decline, or cannot agree, within such ten days, to name a third arbitrator, then the associate of the chief justice of the court of king's bench for the time being shall, at his option, be the sole arbitrator, or shall be at liberty to name an arbitrator in his stead, and the award of such associate, or of his nominee, shall be final and conclusive; and the arbitrators or arbitrator, to whom for the time being any dispute or difference shall be submitted and referred as aforesaid, shall have full power and authority, if they or he shall see fit, to award and direct a dissolution of the said copartnership, or a relinquishment or sale by both or either of the partners, of their or his interests or interest therein, upon such terms and in such manner, and at such time or times, as such three arbitrators, or any two of them, agreeing in their award, or such sole arbitrator, as the case may be, shall think proper; and in case the said arbitrators or arbitrator, as the case may be, shall think fit to award a dissolution of the copartnership, they or he shall have full power and authority to award and direct when and in what manner, and by whom, the same, or the property, estate, and effects, shall be sold, disposed of, apportioned or divided, and wound up; and that the said arbitrators or arbitrator, as the case may be, shall be at full liberty, if they or he shall think fit, to make one or more

award or awards touching all or any part of the subjects of dispute or difference, or the dissolution of the copartnership, or the relinquishment or sale of the interest or respective interests of the said parties, or either of them, in the copartnership concern, or the sale, disposition, apportionment, division, or winding up of the said copartnership; and that every such award shall be binding on the parties, although the same may not be final and conclusive as to the whole subject of dispute or difference; and that no action or suit shall be brought or commenced by either of the said parties against the said arbitrators or arbitrator, nor (unless for the non-performance of any award or awards to be made as aforesaid) against the other of the said parties touching the matters aforesaid: And that all books, papers, and writings, relating to or concerning the matters in dispute or difference, shall be produced before the said arbitrator or arbitrators; and that all parties to the reference shall be examined by the said arbitrators or arbitrator, if they or he shall think fit; and that the said parties, if examined, and their respective witnesses, shall be duly sworn before some judge of his majesty's court of king's bench at Westminster, or a commissioner duly authorized to administer oaths in the same court, in the absence of the judges; and that the submission to such arbitration shall be made a rule of the said court of king's bench at Westminster, if the judges of the said court shall think fit: *And for* the more due and punctual performance of these presents, and of the covenants and agreements herein-before contained, on the respective parts of the said parties hereto, and their respective heirs, executors, and administrators, to be performed, fulfilled, and kept, each of them the said A. and B. doth hereby bind himself, his heirs, executors, and administrators, unto the other of them, his executors and administrators, in the *penal* sum of £ of lawful English money. In witness, &c.

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Penalty for Non-performance. (1)

This indenture of two parts, made this first day of January in the year of our Lord 1823, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. *Whereas* the said A. B. and C. D., in order to extend their connexions in business, have agreed to become partners in the trade or business of ———, for the period and upon the terms and conditions herein-after expressed: And for the better carrying on the said trade, have agreed to bring into the same the sum or value of £—— for their capital or joint stock, in the proportions following: that is to say, the said A. B. the sum of £——, and the said C. D. the sum of £——, and they have accordingly this day respectively paid into the house of Messrs. E. F. and company, of London, bankers, the sum of £——, part of the said respective sums, to their joint account, and have secured to the satisfaction of each other the payment of the residue thereof on the ——— day of ——— next ensuing the date hereof. *Now* this indenture witnesseth, that in pursuance of the agreements aforesaid, each of them the said A. B. and C. D. for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree with and to the other of them, his executors, administrators, and assigns, that they the said A. B. and C. D. will be and continue copartners together, in the said trade or business of ———, for the term of ——— years, to be computed from the date hereof, if they the said parties shall so long live, under and subject to the provisos, conditions, declarations, and agreements herein-after contained; (that is to say,) that the said joint trade shall be carried on in the joint names of the said parties, and for their mutual benefit, and at their mutual risk and expence, in the proportions herein-before men-

Concise Deed of Copartnership between two Persons as general Traders. (2)
Recital of Agreement for Copartnership.

Witness that the Parties become Partners.

How and where the Trade to be carried on.

(1) As to this penal clause, instead of a stipulation for fixed damages, see ante, 2 and 3, and 14 Ves. 469.

(2) See the notes to the preceding precedents.

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Premises to be Part of the Capital Stock.

The Capital to be employed solely in the Trade.

If either Party lend to the Trade, the same shall be chargeable therewith.

Profit and Loss to be borne and received equally.

Clerk, &c. to be taken by mutual Consent.

Premiums to be added to the joint Stock.

All Contracts, &c. to be made in the joint Names of the Parties.

Entries to be made in proper Books of all Copartnership Transactions.

Books of Account, &c. to be kept at the Counting-house, and be open for the Inspection of the Parties.

Half-yearly Reests to be made, and signed by the Parties.

Accounts when signed to be conclusive.

Surplus to be divided.

Parties to employ themselves

tioned, under the stile or firm of ———; and that the same shall be carried on at ———, so long as the said parties shall mutually agree upon the same. And it is further agreed, that the premises where the said business shall for the time being be carried on, shall be deemed a part of the capital stock, and be reckoned as personal estate: *That* the capital stock shall at all times be employed solely for the purposes of the joint trade. *And* it is also agreed, that if either of the parties shall lend to the said joint trade any money beyond his capital therein, the capital stock and profits thereof shall be chargeable therewith to the party lending the same, together with interest after the rate of $\text{£}5$ per cent. per annum, but shall be withdrawn on ——— calendar months' notice in writing given by or to him (as the case may be) for that purpose: *That* the rents, taxes, repairs, and insurances, together with all other necessary charges and expences attendant upon the copartnership concerns, and also all casual losses which shall happen thereto, shall be borne by each of the parties in proportion to his share in the capital stock, unless any such loss shall happen through the wilful neglect or default of either of the parties singly, or of his own proper servants or apprentices, or such as shall have been taken by him without the consent of the other, in which case the same shall be borne and sustained by such party only: *That* the next proceeds of the said joint trade, after deducting costs, charges, and expences attendant thereupon, shall belong to each of the parties according to the amount of his capital. *And* it is hereby further agreed and declared, that no clerk, shopman, servant, or apprentice, shall be taken or discharged without the consent of the other of the said parties: *That* all premiums to be received with apprentices shall be brought to the joint stock for the common benefit of the parties, and the expences of keeping such apprentices be borne by them in like proportions. *And* it is hereby further agreed, that all contracts and engagements entered into by the parties, or either of them, on account of the joint trade, and all checks or drafts upon bankers and others, bills of exchange, promissory notes, and other securities, bills of parcels, receipts for money, and other evidences whatsoever relative thereto, shall be made, given, and taken respectively in their joint names, or as they shall jointly appoint: *That* entries shall be daily made in proper books to be provided for that purpose, of all monies which shall be received and paid, and of all goods which shall be purchased or sold on account of the joint trade, with the prices thereof, and also of all such other transactions, matters, and things whatsoever, as shall be necessary to manifest at all times the true state of the said joint trade: *That* all books, letters, securities, evidences, and writings whatsoever, concerning the joint trade, shall be kept at the counting-house thereof, and be open to the inspection of the said parties, and their respective representatives, who shall at all seasonable times be at liberty to peruse and take copies of the same: *That* on the ——— day of ———, and the ——— day of ———, in every year, or as soon after as conveniently may be, not exceeding one calendar month next thereafter, a general account, in writing, shall be made of the stock in trade and effects of the copartnership, and balance be struck concerning the same, in order to ascertain the true state thereof, which account shall be fairly entered in proper books for that purpose, and a summary or balance sheet thereof be delivered to each party; *and* upon the said accounts being approved and signed by the parties respectively, the same shall be conclusive upon all persons interested therein, and not be again investigated, unless some error to the amount of £ ——— shall be discovered within the space of ——— calendar months thereafter, and then so far only as may be necessary for rectifying such error: *That* upon such settlement of the said half-yearly accounts, the clear profits of the joint trade shall be divided between the said parties in the proportions aforesaid, and be paid to them respectively, or passed to their respective separate accounts in the books of the copartnership. *And* the said parties respectively

further agree, that they will at all times during the said copartnership employ themselves diligently and exclusively in the affairs of the said joint trade, and use their best endeavours to promote the prosperity thereof; and will not carry on, or be concerned in any other trade whatsoever, and will be faithful to each other in all matters relative to the said joint trade, and advise with each other concerning the same, as often as there shall be occasion: *That* neither of the parties will, without the consent, in writing, of the other of them, take or employ any of the money or effects of the copartnership, or engage the credit thereof for any purpose whatsoever, other than for the benefit of the said joint trade, and in the usual course of carrying on the same; *except* only that each of the said parties shall be allowed to take out of the cash or capital stock, half-yearly or oftener, for his own use, any sums not exceeding in the whole the sum of £—— per annum, debiting themselves respectively from time to time therewith in the cash-book of the copartnership: *Nor* will either of the said parties suffer the copartnership estate to be attached, charged, or incumbered with or on account of his private debts or engagements. *And* it is hereby further declared and agreed, that neither of the said parties shall purchase or sell any goods or merchandize which he shall have received a notice in writing from the other of them not to purchase or sell; nor shall either of the said parties purchase any such goods or merchandize, on account of the said joint trade, exceeding the value of £—— in any one week, without the consent of the other of them: *And* in case of his so purchasing or selling, the other of the said parties shall be at liberty to assent to or dissent from the same, at any time within the space of three days next after notice thereof, and in case of such dissent, every such purchase or sale shall be considered as made on the proper and private account of the party making the same: *That* neither of the parties will, without the consent of the other of them in writing, accept or indorse any bill of exchange, promissory note, or other security for or in the name of the said copartnership, unless for value actually received, or to be received, to the full amount thereof: *Nor*, without such consent as last mentioned, lend any money, property, or effects of the joint trade, or give credit to or discount any bill or note with the copartnership money, for any person whom the other (or either of the others) of them has in writing forewarned not to be credited or trusted: *Nor* compound nor release any debt due to the said joint trade, or deliver up any security belonging thereto, without receiving the full amount or value thereof, or sign any letter of licence, or the certificate of any bankrupt; nor do any act or thing whereby any money or effects of the said copartnership may be lost or diminished, except only in cases of such emergency as may render the same expedient; and that each of the said parties shall answer and pay to the capital stock of the said copartnership the full amount or value of all debts, effects, or securities for which he shall, without such consent as aforesaid, compound, release, or discharge, or be the means of being lost or demolished: *Nor* shall either of the said parties, without such consent as aforesaid, become bail or surety for any person whomsoever, beyond the amount of £——; nor subscribe any policy of insurance as an insurer, nor speculate in the public funds, or in any public loan or lottery, nor enter into any other speculative concern, whereby his capital stock or private estate may be put in jeopardy. *And* further, that neither of the said parties shall sell, assign, or otherwise dispose of (except as hereafter mentioned) his share in the said joint trade, or any interest therein, without the consent in writing of the other (or others) of them. *And* it is hereby further agreed and declared, that in case either of the said parties shall wilfully do or omit any matter or thing whatsoever contrary to the stipulations and agreements herein contained, or any other matter or thing whereby the said joint trade shall be in any respect prejudiced, it shall be lawful for the other (or others) of the said parties, at any time within the

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wholly in the Business, and not be concerned in any other Trade.

To be faithful to each other.

Neither Party to apply the Copartnership Monies to his own Use;

except Allowance for Subsistence.

Neither Party to suffer the Estate to be charged with his private Debt.

Neither Party to buy or sell beyond a certain Amount.

If either Party purchase, &c. without Consent, same to be on his own Account.

Neither Party to accept Bills, but in the regular Course of Trade.

Neither Party to lend or give Credit contrary to the Assent of the other.

Nor compound nor release Debts, &c.

Nor become Bail, &c.

Neither Party to assign his Share without Consent.

If either Party act contrary to the Provisions aforesaid, the Copartnership voidable.

Vol. III. Ch. IV. space of twenty-one days next after the same shall come to his [or their] knowledge, to give to the party so acting or offending notice in writing, by affixing the same in any conspicuous part of the counting-house of the said joint trade or otherwise, declaring a dissolution of the said partnership; and immediately thereafter, or at such other future time as in the said notice shall be named, the said copartnership shall wholly determine as to the party so offending, in like manner as if he were then dead, or the whole of the said term of _____ years had expired, and the party [or either of the said parties] giving such notice of dissolution, shall be at full liberty forthwith (unless the party to whom the same shall be given require the matter to be referred to arbitration) to advertise the same in the London Gazette, and any other public paper or papers, but which said dissolution shall nevertheless be without prejudice to the balance due to or from either party up to that time. *And it is hereby agreed, that if either of the said parties shall depart this life before the expiration of the said term of _____ years, the survivor [or survivors] of them shall take the share of the party so dying in the said joint stock, at the value thereof, according to the last half-yearly account, if any, which shall have been taken of the same; and if no such account shall have been taken, then, and also as to such effects as shall have since accrued, at a fair valuation to be made by three indifferent persons, one to be chosen by the surviving party [or parties], one other by the executors or administrators of the party deceased, and the third by such two first nominees; and the amount thereof be paid in the manner following; that is to say, one-third part thereof, with interest upon the whole after the rate of £5 per cent. per annum, at the end of six calendar months; one other third part thereof, with interest after the rate aforesaid upon the remaining two-third parts thereof, at the end of twelve calendar months; and the remaining third part thereof, with interest after the rate aforesaid, at the end of eighteen calendar months next after the decease of the party so dying. And for the better securing the said payments, the surviving party [or parties] shall, within one calendar month next after the decease of the party so dying, execute, to his executors or administrators, a bond in double penalty, with one or more sufficient surety or sureties for the amount thereof; and also a like bond for indemnifying such executors or administrators from all debts and demands in respect of the said joint trade: Upon the delivery of which said bonds, the executors or administrators of the party dying shall, at their own expence, convey and assure his share of the said stock unto the said surviving party, [or parties, their or] his executors, administrators, or appointees, except only as to bad debts, which shall be divided between the surviving party and the executors or administrators of the party deceased (either by mutual agreement or by lots) according to their respective interests in the same.*

And it is further agreed, that at the expiration of the said term of _____ years (the said copartnership so long continuing), if the said (first-named party) shall be desirous to continue the said trade, he shall be at liberty to take the share of the said (second party), in the said capital, stock, and effects, at the amount the same shall be valued at by three indifferent persons; one to be chosen by the said (first party), the other to be chosen by the said (second party), and the third by such two nominees (making all just allowances for any balance due from the said (second party), and which shall be paid in the manner following; that is to say, one-third part thereof, with interest upon the whole after the rate of £5 per cent. per annum, at the end of six calendar months; one-third part thereof, with interest after the rate aforesaid upon the remaining two-third parts thereof, at the end of

If either Party die, the other to take the Stock. (1)

Amount to be paid by Three Instalments.

And to be secured by Bond, &c.

On Bonds being given, the Representatives of deceased Party to assign to Survivor.

At the Expiration of the Term, one of the Parties to have Refusal of the Stock, &c. at Valuation.

(1) It seems that a stipulation that in case of the bankruptcy of one of the partners, the other should have the option of taking his share at a valuation, is invalid, as against the policy of the bankrupt laws. See 1 Wilson's Ch. R. 222.

twelve calendar months; and the remaining third part thereof, with interest after the rate aforesaid, at the end of eighteen calendar months next after the expiration of the said copartnership; and the party continuing the said trade shall give the like bond, security, and indemnity to the other [or others] of them, as is herein-before provided in the event of the decease of either of the said parties: And in case the said (first party) shall decline to take the said copartnership stock upon the terms and conditions aforesaid, then the said (second party) shall be at liberty to take the same in and upon the same or like manner, and terms and conditions, in all respects: *But* in case both [or all] of the said parties shall decline to take the said stock and effects, then the same shall, upon the expiration of the said term of — years, be sold by public auction, or by private contract, as shall be agreed by the said parties, and the money to be produced by such sale (after payment of all expences attending the same), and all debts owing to the said trade, as the same shall be from time to time collected, and shall amount to the sum of £—, shall be divided between the said parties according to their respective proportions in the said joint stock: *That* at the end or expiration of the said copartnership, by any of the means aforesaid, notice thereof shall be given in the London Gazette, and also to all the correspondents and customers of the said copartnership, by letter under the joint hands of the parties. *And* after the determination of the said copartnership, any fresh or further credit given to any person on the copartnership account, shall be debited to the account of the party giving the same. *And* it is hereby further agreed and declared, by and between the parties hereto, that if at any time hereafter it shall be thought by either of the said parties, or by his counsel in the law (being of the degree of a barrister), that these presents, or the stipulations herein contained, are in any respect defective, and it shall be deemed expedient by or on behalf of the said parties, that the same should be altered, they will respectively execute, at the copartnership expence (or at the expence of the party requiring the same, if the same be for his own satisfaction), such further deed or deeds, or other writings, as may be deemed expedient for remedying any such defect: *And* it is hereby further agreed, that if at any time during the said copartnership, or after the expiration thereof, and before the final settlement of the accounts of the same, any dispute or question shall arise relative to the concerns of the said joint trade, or of these presents, or of any award to be made in pursuance hereof, or respecting the conduct or incapacity of either of the said parties, the same shall, within seven days next after request in writing shall be made by either to the other of them, be referred to the arbitration of two indifferent persons, one to be named by each of the parties; and in default of either of them naming an arbitrator within fourteen days, then the subject of such difference may be referred by the other of the parties to the arbitration of two indifferent persons to be by him alone named, and such persons shall be as competent to act in the premises as if they had been appointed by both parties; and the said nominees may, either before or after any disagreement between them, appoint a third person to assist them in the premises: *And* in case such first referees cannot agree, or shall neglect to appoint an umpire for the space of calendar month, he shall be appointed, on application of either of the parties, by the attorney or solicitor general for the time being: *And* in either of the said cases, the award of the said arbitrators, or umpire, or any two of them, shall be conclusive upon all persons interested therein, so that the same be made in writing under the hands and seals, or hand and seal, of the said arbitrators or umpire, within one month after reference to him or them. *And* each of the said parties doth hereby agree to enter into a bond to the other party, in the usual or other proper form, to obey the said award in all things, and that the submission shall be made a rule of one of his majesty's courts at Westminster: *And likewise*, that the said parties will

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If both decline, the Stock to be sold.

On Determination of the Copartnership, Notice to be given to their Customers.

Credit afterwards given to be at the Risk of the Person crediting.

Further Assurance.

Disputes to be referred to Arbitration.

Nominees may appoint an Umpire.

In default, Attorney or Solicitor General to appoint.

Award to be final.

Parties to give Bond to abide Award.

Parties to be examined, on Oath.

Vol. III. Ch. IV. submit to be examined upon oath relative to the matters referred, and produce to the referees all accounts and papers in their respective custody or power concerning the same: *And* further, that either of the said parties who shall have made such request as aforesaid, to have the matter in difference referred to arbitration, may plead such request in bar of any action or suit which may be brought by the other party, who may refuse to comply therewith: *And* moreover, that in case no award shall be made by the arbitrators, or umpire, within the time herein-before appointed for that purpose, the court in which any suit to be commenced shall be depending, may exercise all the personal authorities of the said referees, or their umpire, and the order of such court, whether judicial or extra-judicial, shall be binding upon all parties: *And* it is hereby agreed, that all other reasonable expences attending any such reference, arbitration, and award as aforesaid (including fees to counsel), shall be equally borne and paid by each of the parties [or if so agreed, shall abide the event of the said award]; and that all such expences shall be reckoned as between attorney and client: *And* lastly, each of the parties hereto doth bind himself in the penalty of £——, for the true performance of all and every the clauses, covenants, and agreements herein contained, on his part to be observed. In witness, &c.

Concise Articles of Agreement for carrying on a joint Trade.(1)

Articles of agreement indented, &c. between A. B. of &c. of the one part, and C. D. of, &c. of the other part, witnesseth, That the said A. B. and C. D. have joined, and by these presents do join themselves to be copartners together, in the art or trade of ——, and all things thereto belonging, and also in buying, selling, and vending of all sorts of goods, wares, merchandizes, and commodities belonging to the said trade of ——; which said copartnership is to continue from the day of the date hereof, for and during and unto the full end and term of —— from thence next ensuing, and fully to be completed and ended. *And* to that end and purpose, he the said A. B. hath, on the day of the date of these presents, delivered in as stock the sum of £——, and the said C. D. the sum of £——, to be used, laid out, and employed in common between them for the management of the said trade of ——, to their utmost benefit and advantage. *And* it is agreed between the said parties to these presents, and the said copartners each for himself respectively, and for his own particular part, and for his executors and administrators, doth severally, and not jointly, covenant, promise, and agree to and with the other partner, his executors and administrators, by these presents, in manner and form following; that is to say, that they the said copartners shall not nor will at any time hereafter use, exercise, or follow the trade of —— aforesaid, or any other trade whatsoever, during the said term, to their private benefit or advantage, but shall and will from time to time, and at all times during the said term, if they shall so long live, do their and each of their best endeavours, in and by all means possible, to the utmost of their skill, power, and cunning, for their joint interest, profit, benefit, and advantage, and truly employ, buy, sell, and merchandize with the stock aforesaid, and the increase thereof, in the trade of —— aforesaid, without any sinister intentions or fraudulent endeavours whatsoever: *And* also, that they the said copartners shall and will from time to time, and at all times hereafter, during the said term, pay, bear, and discharge equally between them, rent of the warehouses which they the said copartners shall rent or hire for the joint exercising or managing the trade aforesaid, and all other charges and expences whatsoever attending the said joint trade and copartnership: *And* that all such gain, profit, and increase that shall come, grow, or arise for or by reason of the said joint trade and

(1) See Montefiore, 274.

copartnership as aforesaid, shall be, from time to time, during the said term, equally and proportionably divided between them the said copartners, share and share alike: And also, that all such loss that shall happen to the said joint trade by bad debts, ill commodities, or otherwise, without fraud or collusion, shall be paid and borne equally and proportionably between them. And further, it is agreed by and between the said copartners, parties to these presents, that there shall be had and kept from time to time, and at all times during the said term and copartnership, perfect, just, and true books of account, wherein each of the said copartners shall duly enter and set down, as well all such sum and sums of money by them received, paid, expended, and laid out, in and about the management of the said trade, as also all goods, wares, merchandizes, and commodities, by them or either of them bought and sold, by reason or means, or upon account of the said copartnership, and all other matters and things whatsoever relating to the said joint trade, and the management thereof, in anywise belonging or appertaining, which said books shall be used in common between the said copartners, so that either of them may have free access thereto, without any interruption of the other. And also, that they the said copartners, once in three months, or oftener if need shall require, upon the reasonable request of one of them, shall make, yield, and render, each to the other, or to the executors of each other, a true, just, and perfect account of all profits and increase by them or either of them made, and of all losses by them or either of them sustained; and also of all payments, receipts, disbursements, and all other things whatsoever by them made, received, disbursed, acted, done, or suffered in their said copartnership and joint trade as aforesaid, and the same account so made shall and will clear, adjust, pay, and deliver, each unto the other, at the time of making such account, their equal share of the profits so made as aforesaid: And at the end of the term of ——— years, or other sooner determination of these presents (be it by the death of one of the said copartners or otherwise), they the said copartners, each to the other, or in case of the death of either of them, the surviving party to the executors or administrators of the party deceased, shall and will make a true, just, and final account of all things as aforesaid, and divide the profits aforesaid, and in all things well and truly adjust the same; and that they also, upon the making of such final account, all and every the stock and stocks, as well the gains and increase thereof, which shall appear to be remaining, whether consisting of money, goods, wares, merchandizes, commodities, or debts, shall be equally divided between the said copartners, their executors or administrators, share and share alike. In witness, &c.

This indenture of four parts, made the ——— &c. between A. B. of, &c. of the first part, C. D. of the second part, E. F. of the third part, and G. H. of the fourth part, witnesseth, That the said parties, for the assurance, trust, and confidence which each of them hath and doth repose in the other, have concluded and agreed to become copartners and joint traders together, in such trades and merchandizes, as well within the kingdom of England, as also in ——— and elsewhere in parts beyond seas, where the said parties shall think fit to trade and merchandize for their most benefit, advantage, and profit; and that for and during the space of ——— years, to be computed from the day of the date hereof, from thence next ensuing, and fully to be completed and ended, there shall be such a joint trade. And to that end and purpose the said parties have added and put together a joint stock, to be employed in and about the said joint trade; that is to say, the sum of £ ———

An Indenture of Copartnerthip between Four Persons in Foreign and Home Trade. (1)

As to general Copartnerthip.

As to the joint Stock.

(1) See Montefiore, 260.

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How to be applied.

E. F. to have the Management, &c. in England.

G. H. to have the Management in the Parts beyond the Seas.

Covenant as to the Duration of the Copartnership, &c.

Gains to be equally divided,

and Expences and Losses to be borne equally.

All Parties to use their Industry to get in Debts, &c.

of lawful money of Great Britain: viz. the said A. B. for his part £——, the said C. D. for his part £——, the said E. F. for his part £——, and the said G. H. for his part £—— more, being the remainder of the said sum of £——; Which said stock shall be occupied and employed together on account of fourths, both in profit and loss, the whole in four equal parts to be divided; whereof the said A. B., his executors and administrators, is and are to have and bear, for his and their parts, one-fourth part thereof, both in profit and loss; the said C. D., his executors and administrators, one-fourth part thereof for his and their part, both in profit and loss; and the said E. F., his executors and administrators, another fourth part thereof, both in profit and loss; and the said G. H., his executors and administrators, the other fourth part thereof, both in profit and loss, for his and their parts, according to the true intent and meaning thereof: Which said transaction, trade, and business, for the consideration hereafter named, is to be done and performed as followeth; that is to say, the said E. F., during the said copartnership, to have the sole receiving, keeping, and charge of all the cash and money, and of all the cloths, &c., and of all the bonds, bills, and specialties belonging to the joint account here in England, and of all goods and wares to be received from beyond the seas for or upon the said joint account, and also the charge of the writing, true keeping, and custody of the books to be kept here in England touching the said joint account and business in copartnership, within the dwelling-house of the said E. F. in —— for the time being; and the buying of the said cloths, &c., and the selling of all goods to be received from beyond the seas, and the receiving of money, and the ordering and disposing of them, and the other joint business, is to be equally acted and performed by the said E. F. and C. D.: And that the said G. H. shall have the management and transaction of the affairs relating to the said copartnership and joint trade, which are to be managed, done, and transacted in the parts beyond the seas: Whereupon it is concluded and agreed by and between the said parties to these presents, and each and every of the said parties, by and for himself, his executors and administrators, doth covenant and grant to and with each and every other of them, his executors and administrators, by these presents, as hereafter in manner and form followeth: First, that the said copartnership shall continue without ceasing, in form hereunder declared, from the day of the date hereof until the full end and term of —— years from thence next ensuing and fully to be complete and ended; and that every of the said copartners, in the several trades before mentioned to be by them severally done and performed, and all other matters and things touching the said copartnership, shall and will, from time to time during the said term of —— years, perform and use his and their best endeavour, care, and diligence for the most and best profit, commodity, and advantage of them the said copartners; and that each and every of them the said copartners shall be faithful, just, and true unto the other of them therein: And that all gains and increases happening or coming of or by the said joint trade and copartnership shall be indifferently and equally parted and shared by and between the said parties, their executors and administrators, as is before prescribed and set down; and that all debts, charges, and losses likewise arising, happening, and growing, to be paid and borne for or by reason of the said joint trade and copartnership, shall be in like manner paid, borne, and sustained by and between the said parties, their executors and administrators, in four equal parts, as is before mentioned, and according to the true intent and meaning of these presents: And that every of the said parties shall from time to time hereafter perform and do his and their best endeavour, diligence, and travel, as need or occasion shall require, to recover and obtain such debts, duties, and sum and sums of money, as by reason or means of the said trade or copartnership shall be due or owing unto them from any person or persons, so speedily as may be, from time to

time, and shall not at any time hereafter, without the consent of the rest, do or procure, or cause to be done or procured, any act, device, or thing, to prejudice, hinder, or retard the recovery, obtaining, or getting in of the said debts or any of them: And if it shall happen that the said parties, or any of them, shall trust or deliver out upon credit or confidence, any of the goods, wares, monies, or merchandize belonging to the said joint account, to any person or persons whom any other of the said partners shall pray, warn, or admonish not to trust, that then and so often such of them the said partners which shall so trust and deliver out upon credit any of the said goods, wares, money, or merchandizes, to any such person or persons, shall and will, within three months next ensuing, answer and satisfy unto the said joint stock, so much lawful money of Great Britain as the goods, wares, money, or merchandizes so to be entrusted or delivered out as aforesaid shall amount unto, in case in the mean time full satisfaction shall not be made for the same by the person or persons which shall be entrusted as aforesaid: And that in such case, such of the said parties so making satisfaction therefor shall and may have and enjoy the sole benefit and advantage of the said goods, wares, money or merchandize, or things so by him entrusted, and for which he shall have made satisfaction as aforesaid: And that every of them the said parties (if necessity require and conveniently it may be), in all his and their buying and selling, dealings and doings, touching and concerning the joint trade, shall desire and take the advice and direction of the rest of the said parties, or some or one of them: And that all such detriments and losses as shall, without fraudulent practice of any of the said copartners, happen to come to the said partible account, by the falsehood, absence, or negligence of any servant or servants, apprentice or apprentices, or others which shall serve or dwell with any of the said parties, shall be borne and answered by the master of such servant or servants by whom the same shall be done or committed. And further, that none of them the said parties shall or will, at any time or times hereafter, charge the account of the said copartnership with any other or more debts than only such that shall be pertinent to the same, and with such charge only as shall be necessarily and justly disbursed for and about such goods, wares, commodities, and merchandizes as shall be occupied and employed in or about the said joint trade or copartnership, and for and about the getting in, recovery, and obtaining of such debts as shall be due and owing unto them by reason thereof; nor at any time hereafter, during the said space or time of ——— years, shall withdraw or take from the said joint stock and account any sum or sums of money or other things, other than such as shall be disbursed for the recovery and getting in of such debts as are incident to the same, as is before expressed and mentioned, and that without fraud or covin: Saving, that it shall and may be lawful to and for every of them the said parties, yearly, during the said copartnership, to have and take out of the said stock belonging to their joint trade and copartnership, for every of their particular and private expences and occasions, as followeth; that is to say, to the said A. B. the sum of £—— of lawful, &c.; to the said C. D. the like sum of £——; to the said E. F. the like sum of £——; and to the said G. H. the like sum of £——, of like lawful, &c.: And saving also, that it shall and may be lawful to and for the said E. F. during the said copartnership, in respect of his house rent, wherein it is agreed one part of the said business of the said copartnership shall be acted and performed here in England, and for the extraordinary pains of him and his servants to be taken and performed in and about the said joint trade, to charge upon the said partible account, and to be allowed yearly out of the same, £——, and for his house rent, the sum of £—— of lawful money of Great Britain, over and besides the said sum of £—— a year, allowed unto him as aforesaid: Saving also for the said C. D., in respect of the extraordinary pains of him and his ser-

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To be answerable respectively for Credit improvidently given.

To take each other's Advice.

Loss by Servants, &c.

Not to charge the Copartnership, but for Debts justly disbursed.

Saving Sums for private Expences.

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Wages for Servants.

G. H. covenants not to trust any Person beyond Sea, without the Consent of the other Partners.

And to keep just Accounts.

And send home Accounts monthly.

vants to be taken in and about the said joint trade, and for his house rent, wherein it is agreed also, that one part of the joint business aforesaid shall be acted and performed, to charge it to the said partible account, and to be allowed upon the same the like sum of £—— yearly of the like lawful money of Great Britain during the said copartnership, over and besides the said £—— yearly to him allowed as aforesaid: And saving, that it shall and may be lawful to and for the said G. H., in respect of his extraordinary pains to be taken in and about the said joint business, and for his dwelling in the part beyond the seas where it is agreed he shall be employed in and about the said joint trade and business during the said copartnership, there to charge the said partible account, and to be allowed the same here in England, the sum of £—— yearly of like lawful money of Great Britain during the said copartnership, over and above the said £—— a year to him allowed as aforesaid: Also the wages and allowance to or for any servant or servants to be sent over, or to or for any apprentice or apprentices, where any shall be sent over and employed in the said business, into the parts beyond the sea (an equal number of apprentices of each of them the said A. B., C. D., E. F., and G. H., being employed in the said joint business); and also the charges of any warehouse or warehouses to be taken or used beyond the seas for the said joint business, and the wages and allowance of one servant, agreed to be hired by the said E. F. and C. D. for the managing and writing of the books of accounts to be kept here in England concerning the said joint trade and business, is hereby agreed by and between the said parties to these presents to be paid and allowed out of the joint stock of this copartnership. And the said G. H., for himself, his executors and administrators, and every of them, doth covenant and grant to and with the said A. B., C. D., and E. F., and every of them, their and every of their executors and administrators, by these presents, in manner and form following; that is to say, that he the said G. H. shall not nor will, at any time or times during this copartnership, leave, transfer, or commit the business, trade, or employment of or concerning the said joint trade or copartnership, in any place or places beyond the seas where he shall have full charge and disposing, nor any bills or specialties concerning the same, to any person or persons whatsoever, other than such as shall be thought fit by the said A. B., C. D., and E. F., or the survivors or survivor of them, and their special consent and agreement in writing under their hands in that behalf first had and obtained: And further, that he the said G. H. shall from time to time hereafter, during the said copartnership, keep or cause to be kept, in such place or places beyond the seas where he shall continue to be employed, just and true book and books of account and reckonings of all and every his dealings, doings, buyings and sellings, and employments touching and concerning the premises, in such ample manner and form, in every respect, as merchants of the same trade commonly use to do: And shall not only send and consign monthly (if it conveniently may be) unto the said E. F. and C. D. true copies of his monthly journals, and particulars of all cloths, &c. and wares received and sold, goods sent, and money paid and sent by exchange, and other his dealings whatsoever touching the said joint account, but also at the end of every six months next ensuing each other, to be reckoned and accounted from the day of the date of these presents, during the said copartnership, consign and send over unto them the said E. F. and C. D. a true, plain, perfect, and general account in writing, under his hand, of all his receipts, payments, buyings, sellings, dealings, doings, and employments whatsoever, by him passed or done touching or concerning the said joint account and copartnership, particularizing therein all expences, and all cloths, wares, and other things then remaining in his hands: And shall and will, during the continuance of this joint trade, at his own costs and charges (for the consideration aforesaid), pay for diet and lodging in the part beyond seas: And

further, that it shall and may be lawful to and for the said A. B., C. D., and E. F., or any of them, or any of their executors, administrators, servants, or assigns, at his and their will and pleasure, to have liberty, ingress, egress, and regress into, out of, and from the counting-house, warehouse, or room of the said G. H. for the time being in parts beyond the seas; and shall and may freely, as occasion shall require, as well view and peruse the said books of account, and all bonds, bills, and specialties whatsoever, as also all wares, goods, and merchandizes, and other things whatsoever in the parts beyond sea relating to the said joint trade, in the hands, custody, or possession of the said G. H.: And moreover, that he the said G. H. shall and will, with all convenient speed, from time to time hereafter, during the said joint trade, consign, remit, and send over to the said A. B., C. D., and E. F., from the said parts beyond the seas, in money by exchange, or in wares or merchandizes, the proceeds of all wares, cloths, and other things that shall be by him received, and in his disposing, touching and belonging to the said joint account: And further, that he the said G. H. shall and will, from time to time hereafter, during the said copartnership, endeavour what he may the taking up such money in the parts beyond the seas for the said joint account, as shall be needful, and otherwise advance and benefit the same what he may. And also it is agreed by and between all the said parties, that if the said G. H. shall, at any time or times hereafter, take up or borrow, at interest or otherwise, any sum or sums of money for the said joint account, that then the said A. B., C. D., and E. F., and every of them, their and every of their executors and administrators, shall, by these presents, be liable to the payment of the said sum and sums of money, and every of them, as fully in every respect as the said G. H., his executors, administrators, or assigns; and also, if in case the said A. B., C. D., and E. F., or any of them, shall, at any time or times hereafter, take up or borrow, at interest or otherwise, any sum or sums of money for the said joint account, that then the said G. H., his executors and administrators, shall be by these presents liable and engaged, together with the said A. B., C. D., and E. F., for the repayment of the said sum and sums of money, and every of them, as fully in every respect as the said A. B., C. D., and E. F., or any of them, their or any of their executors or administrators. And the said E. F., for himself, his executors and administrators, and every of them, doth covenant and grant to and with the said A. B., C. D., and G. H., and every of them, their and every of their executors and administrators, by these presents, in manner and form following; that is to say, that he the said E. F. shall and will, from time to time, and at all times hereafter, during the copartnership, manage and keep, or cause to be managed and kept, by such servant or book-keeper to be hired or entertained as aforesaid, just and true book and books of accounts and reckoning, journal and ledger, of all and every the receipts, dealings, payments, buyings, sellings, and employments of the said E. F. and the said C. D., concerning the premises here in England, in such ample manner and sort, in every respect, as other merchants in the same trade commonly use to do; and at the end of every six months, that is to say, on the last day of ———, and the last day of ———, yearly, during the said copartnership, perfect the said books, and to give to each of the partners a true balance thereof: And further, it shall and may be lawful to and for the said A. B., C. D., and G. H., and every of them, their and every of their executors, administrators, servants, and assigns, at convenient times, at their and every of their free will and pleasure, to have free liberty of ingress, egress, and regress into, out of, and from the dwelling-house of the said E. F., and his counting-house and warehouse there, and shall and lawfully may, as occasion shall require, view and peruse all books of accounts, and all bonds, bills, writings, and specialties, goods, wares, and things whatsoever there in the hands, custody, and charge of the said E. F. touching the said joint account. And the

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The Partners to have free Access to the Counting-house of the said G. H. &c.

And that he will make due Remittances.

As to Money borrowed.

Covenant from E. F. as to his Receipts, Books, Journals, &c. in England;

and give free Access to his Counting-house, &c.

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C. D. covenants
to keep true Ac-
counts, &c.

And to give free
Access to his
Counting-house.

As to Family
Expences.

Reciprocal Co-
venants as to the
Money advanced
over and above
their Share of
Stock respect-
ively.

said C. D., for himself, his executors and administrators, and for every of them, doth covenant and grant to and with the said A. B., E. F., and G. H., and every of them, their and every of their executors, administrators, servants, and assigns, by these presents, in manner and form following; that is to say, that he the said C. D. shall and will, during the said copartnership, keep or cause to be kept true accounts in writing of all his receipts, payments, buyings, sellings, dealings, and doings touching and concerning the said joint accounts, and shall from time to time produce and show forth the same unto the said E. F. and his servants, and the said servant to be hired as aforesaid, whereby the said E. F., or the said servant, or one of them, may be enabled to keep the said books and accounts, journal and ledger, of all business whatsoever touching the said joint trade or account thereof in England, within the said dwelling-house of the said E. F. as aforesaid; and also, that it shall and may be lawful to and for the said A. B., E. F., and G. H., and every of them, their and every of their executors, administrators, and assigns, at their and every of their free will and pleasure, at convenient times, to have free liberty of ingress, egress, and regress into and out of the dwelling-house, counting-house, and warehouse of the said C. D. for the time being, and shall and may freely, as occasion may require, view and peruse all books of accounts, and all goods, wares, and merchandizes, and all other things appertaining to the said joint trade in his custody and charge. And the said A. B., C. D., and E. F., do covenant and grant, each of them for himself, his executors and administrators, to and with the other of them, his executors and administrators, and every of them, by these presents, that they the said A. B., C. D., and E. F., shall and will respectively, during the said joint trade, for the consideration aforesaid, bear and defray their own private and particular charges and expences, both for themselves, servants, and families; and the said E. F. and C. D. shall and will make, or cause to be made, all bonds, bills, specialties, and contracts whatsoever by them respectively to be taken and made concerning the said joint account here in England, in the joint names of them the said C. D. and E. F., for the use of them the said C. D. and E. F., and of the said A. B. and G. H.; and that the said A. B. and G. H., their executors and administrators, shall, by force of these presents, be jointly interested in and engaged for and concerning the same. And further, it is covenanted, granted, concluded, condescended, and agreed by and between the said parties to these presents, and each of them, by and for himself, his executors and administrators, doth covenant and grant to and with the other of them, his executors and administrators, in manner and form following; that is to say, that if any or either of them the said A. B., C. D., E. F., and G. H., shall, at any time or times hereafter during the said copartnership, lend unto the said joint stock any sum or sums of money (over and above their present stock put in as aforesaid), into stock to be used and employed, and for the use of the said copartnership and joint trade, during the continuance thereof, or for so long time thereof as he or they so lending the same, or his or their respective executors or administrators, shall think good, that then it shall and may be lawful to and for such of them the said copartners, their executors or administrators, upon three months' warning, to have, receive, and take forth out of the said joint account, stock, and gains, in ready money, such principal sums of money by them the said copartners respectively lent to, the said joint account, or such part thereof as he or they lending the same shall think fit: And also, that it shall and may be lawful to and for the said A. B., C. D., E. F., and G. H., or any of them respectively lending any sum or sums of money as aforesaid, for and during so long time as the said sum or sums of money, or any part thereof, shall remain and continue in the account of this copartnership, to take out of the said account, stock, and gains of this copartnership, and to be allowed the same according to the rate of £5 per cent.

yearly for the interest and use of every hundred pounds to be lent as aforesaid, and after the same rate for a longer or shorter time, or lesser or greater sums of money, the same to be taken half-yearly without any let or hindrance whatsoever. And further, that none of them the said copartners shall, at any time hereafter during this copartnership, without the special licence and agreement of the others first had and obtained in writing, enter into bond, or become bail or surety to or for any person or persons whatsoever, for any matter, cause, or thing whatsoever, not being for the proper use and on account of this copartnership, in above the sum of £——; nor that any of them the said copartners shall, at any time or times hereafter during the said term, covertly or apparently, directly or indirectly, use any kind of merchandize or trade whatsoever with any person or persons whatsoever, the gains whereof shall not or may not redound to the said copartners, their executors or administrators, or the survivor or survivors of them, in case any of them shall happen to decease before the expiration of the said term of years, rateably and proportionably, according to the true intent and meaning of these presents: And further, that none of the said parties shall or will, at any time or times during the said copartnership, consign or send over any goods, wares, or merchandizes whatsoever beyond sea, belonging to the said joint account, to any place or places there whatsoever, other than what the greater number of the said copartners shall conclude or agree upon. And that all differences arising in, about, or concerning the said joint trade, and the management thereof, shall be decided and concluded by the direction and will of the major part of them the said copartners. And the said A. B., for himself, his executors and administrators, and for every of them, doth covenant and grant to and with the said C. D., E. F., and G. H., and every of them, their and every of their executors and administrators, by these presents, in manner and form following; that is to say, that he the said A. B. shall and will, from time to time, on request, during this copartnership, be aiding and assisting what he may, unto the said C. D. and E. F., in and for the taking, borrowing, and advancing of any sum or sums of money for the said joint account, by bond or otherwise: And also, that he the said A. B., in consideration that the said joint business is to be wholly acted and performed here in England by the said C. D. and E. F., and by the said G. H. beyond sea, and by such other person or persons as for the time being shall be hired and employed by the said copartners in the said parts beyond the seas, where none of the said copartners except the said G. H. is to reside, shall and will, out of his own proper, private, and particular estate, and not out of the said account, over and above the payments and allowances by him to be paid and allowed, as well as aforesaid, well and truly pay and allow yearly, during the said copartnership, unto the said joint account, the sum of £—— of lawful, &c. to be paid altogether at the end of this copartnership, or at the decease of the said A. B., in case he shall happen to decease before the end thereof. Provided always, and it is further covenanted, granted, concluded, and agreed by and between the said parties to these presents, and every of them, by and for himself, his executors and administrators, covenanteth and granteth to and with each of the others, his executors and administrators, by these presents, severally and respectively, that in case any of the said copartners shall happen to die before the expiration of the said term of five years, and within three months next after the account shall be agreed upon and balanced between the said copartners, or survivor of them, that then the survivor or survivors of them the said parties, in full of the part and proportion of him or them so dying in the said stock of £——, and the gains, benefit, and increase thereby then gotten and arisen (money lent in the said joint account excepted), shall and will only be liable to pay, and shall and will pay unto the executors or administrators of the party so deceasing, within the said term of —— years, and within three

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Not to enter into any Bond, or become Bail, &c.

Nor to send Goods, except where the Majority agree.

As to adjusting Differences.

A. B. covenants to be aiding and assisting in procuring Money, &c.

And to make an Allowance out of his Share.

Proviso in case of Death.

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Covenant in case
any one dies,
that Survivors
shall indemnify
his Representa-
tives against Part-
nership Debts.

months after balance of the said account (the said executors or administrators first making good to the said joint account the charge of him so deceased), so much lawful money of Great Britain as by the said last balance of account (then before made up and agreed upon between the said copartners) shall be due and coming to such of them the said copartners respectively dying as aforesaid, within six months after such decease; the said executors or administrators respectively thereout allowing and abating to the surviving copartners for and towards the losses that may happen to the said surviving copartners by bad and desperate debts due to the said joint account, so many times £—— of lawful, &c. as half-years or six months of the aforesaid term of —— years shall remain unexpired at the time of such decease: And further, that in case any of the said copartners shall decease before the end or expiration of the said term of —— years, and full three months after balance of accounts as aforesaid, that then the part of him or them so dying shall run on upon account, and be employed upon the surviving copartners in the said joint trade, until the next ensuing time agreed by these presents for the balancing of the said account: And that the surviving copartners in the full portion, part, and share of him or them so dying, of, in, and to the said joint stock of £——, and the benefit and increase thereby then gotten and arisen (money lent to the said joint account excepted), shall and will only be liable to pay, and shall pay, upon such decease, within six months after the account balanced and made up, unto the executors or administrators of such of them the said copartners dying within the said term of —— years, and full three months after balance or account (the same executors or administrators first making good to the said joint account the charge of him or them respectively deceased), so much lawful money of Great Britain as by the said next balance of account, to be made up by the survivors of them the said copartners, shall justly and truly appear to be due and coming to such of them the said copartners so deceasing, as fully as if the parties were living, the said executors and administrators respectively thereout allowing unto the said surviving copartners, for and towards the losses that may happen to the said surviving copartners by desperate and bad debts due to the said joint account, so many times £—— of lawful, &c. as half-years or six months of the said term of —— years shall remain unexpired at the time of such decease: And also, that such of them the said copartners as shall survive, shall and will save and keep harmless and indemnified the executors or administrators of such of the said parties as shall so decease, of and from all bonds, bills, debts, and engagements, wherein and for which the party so deceasing at the time of his decease stood bound or engaged by virtue of this copartnership. And it is further covenanted, concluded, and agreed by and between all the said parties to these presents, and each and every of them by and for himself, his executors and administrators, covenanteth and agreeth to and with the other of them, his executors and administrators respectively, by these presents, in manner and form following; that is to say, that if any one of them the said parties shall decease as aforesaid within the said term of —— years (satisfaction for his stock, part, and share being made as aforesaid), that then the remaining stock, with all other the joint trade and account, shall run on and continue during the residue of the said term of —— years by and between the survivors of them the said copartners, and each of them, to have a rateable part and proportion of the same, and of all gains and loss thereby arising: And further, that at the end and expiration of the said copartnership and term of —— years, or within three months next ensuing, the said copartners being all alive, or the survivors, in case any of them shall be deceased, shall and will meet and come together, and adjust and make a true and perfect account at or in the dwelling-house of the said E. F. for the time being, or where for the time being the said joint trade shall be chiefly used here in England, by and between all

the said parties, or the sureties of them, as well for and concerning all their several dealings and charges for and about the said joint trade and account, of all such money, wares, goods, merchandizes, and debts, that then shall be due, owing, or appertaining to the said joint trade and account, and unto them the said parties by reason thereof, as of, for, and concerning all and every the gains, losses, profits, or charges of or by the said joint trade arising, growing, happened, or sustained, in such particular manner as it may appear what the true state of the same then shall be, and what proportion, and how much to every of them the said parties shall be then due, belonging, or appertaining; and shall and will also, within the said time or space of three months next ensuing the expiration of this copartnership, by equal lots, or other dividends, divide all cloths, wares, and merchandizes between them then remaining unsold or undisposed of: And that immediately, and with all convenient speed then afterwards, all and every debts and sums of money due by the said joint account, or by them the said parties by reason thereof, shall be duly paid, satisfied, and discharged, or otherwise equally secured by the bonds of them the said copartners or survivors of them, in case the said debts cannot conveniently be paid within the time aforesaid: And as for and concerning the remainder of the said stock of £——, and all gains, profits, and advantage by the stock accruing, whether the same shall consist in debts or ready money, or both (the money lent and added to the said stock by any of the said copartners, with the interest thereof then due, being first paid and satisfied), the said remaining money or debts being divided into equal parts and proportions, according to the number of the said copartners then living, the same shall, by lots cast, or some other way as they shall agree upon, be distributed to the said copartners, or to such of them as shall be then living, whereby each may have an equal part or share of the said stock, and of all gain and profit thereby obtained: And also, that every of the said parties, his executors and administrators, for the better recovery of such debts and sums of money as at the end and determination of the said term of —— years shall be due and owing by reason or means of the said copartnership, and as shall happen or fortune to be allotted and divided for and towards the parts and portions of each of them, shall and will, at any time upon reasonable request, at the costs and charges of such of them to whom such debts shall be allotted as aforesaid, make or cause to be made, unto him or them, such sufficient letter and letters of attorney, for and touching the recovery and receipt of the said debt or debts, and every part thereof, and to and for the only use and behoof of him or them to whom the same shall be allotted and divided as aforesaid, as shall by the said parties to whom such debts are allotted, or their executors or administrators, or their counsel learned in the law, be reasonably devised, advised, or required. And it is expressly condescended and granted by and between all the said parties to these presents, and each of them by and for himself, his executors and administrators, doth covenant and grant to and with each and every of the other of them, his executors and administrators, by these presents, in manner and form following; that is to say, that no right of survivorship shall take place or effect, or be put in use, in or for any matter or thing touching or concerning this joint trade, against any of them, or any of their executors or administrators, but that it shall and may be lawful to and for any of the said parties to leave, devise, and bequeath, in and by his last will and testament, all his said part, proportion, and share of and in the said stock and gains, according to such dividend as is aforesaid, and the true intent and meaning of these presents: And moreover, if any ambiguity, doubt, question, or controversy, at any time hereafter, shall happen, arise, or grow between the said parties, his or their executors or administrators, or any of them, for, touching, or concerning the said copartnership, or any matter or thing in these presents contained, or otherwise howsoever touching the same, then and so often each

Vol. III. Ch. IV. and every of the said parties, his executors and administrators, for his and their parts, upon request to each of them, his and their executors or administrators, to be made by the party or parties grieved, shall and will, from time to time, commit the hearing and deciding of such ambiguity, doubt, question, or controversy, to such indifferent men, being merchants resident in ———, as shall be named by the said parties; (that is to say,) each of them to name one; and shall and will stand to and abide such order and determination therein as by such men shall be made and set down in writing under their hands and seals, within one month next after any such doubt or controversy so to be made known and referred. In witness, &c.

Another Form
of Indenture of
Copartnership
applicable to any
Trade or Busi-
ness, with the
usual Cove-
nants. (1)

Years.

Business to be
carried on.

Stock in Trade,
&c. when valued,
to be taken as
Part of the
Stock.

Trade, &c. to be
carried on and
taken in the joint
Names.

Profits to be
divided.

This indenture, made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, witnesseth, That the said A. B. and C. D. for and in respect of the trust, good opinion, and confidence which each of them hath for and reposes in the other, and to the intent the better to improve their respective estates, have agreed to become copartners and joint traders together in the said trade or business of ———, under such stipulations, provisoes, and agreements, as are herein-after mentioned, expressed, and declared of and concerning the same, such copartnership to commence from the day of the date hereof, and to continue for and during the term of ——— years, subject to be determined at the first ——— or first ——— years, as herein-after is mentioned; the said trade or business to be managed and carried on in such part, and so much of such messuage, tenement, or warehouses which he the said A. B. now occupies and lives, or shall at any time hereafter in that behalf mutually agree to rent and take. And for the better managing and carrying on the said trade and business, the said A. B., as for his part of the capital stock to be employed in the said copartnership business, hath brought in and advanced the sum of £——; and the said C. D., as for his part of his capital stock to be employed in the said copartnership business, hath brought in and advanced the sum of £——: And it is hereby agreed between the said parties to these presents, that a fair valuation and appraisement shall be made, previous to the commencement of this copartnership, of the stock in trade, accounting-house, furniture, and other things of and belonging to each of them the said A. B. and C. D., by and between the said parties hereto, or such person or persons as they shall nominate and appoint for that purpose; and that the stock in trade and things so valued and appraised shall be taken as part of the capital stock so to be brought in by them the said A. B. and C. D.: And that the said joint stock in trade and business of this copartnership, and all buyings, sellings, receipts, payments, debts, bills of parcels, specialties, and assurances, which, during the said copartnership, shall be had, made, or taken in or touching the said joint trade or business, shall from time to time be made, charged, and carried on, entered, made, and taken in the said joint names of the said A. B. and C. D., and to and for their mutual benefit and advantage: And that each of the said parties hereto, his executors and administrators, at all times during the continuance of this copartnership, and at the ceasing, dissolving, or other sooner determination thereof, shall have and enjoy his proportionable share, right, title, and interest of, in, and to all gains, profits, increase, and benefit whatsoever, which shall arise, accrue, or be made in or by the said joint trade or business and capital stock thereof, to and for his and their own respective use and benefit: And that each of the said parties shall or may, upon or after the dissolution or determination of this copartnership, by death or otherwise, receive and take his and their said part or share of all and singular

the premises to his and their own respective use, in manner herein-after mentioned and expressed, without any benefit or claim to be had or taken by either of the said parties surviving the other; any law or custom, or any thing herein contained to the contrary notwithstanding: And that all debts and duties which are in or shall be owing by the said parties on account of the said joint trade or business, and all losses and damages which shall happen to the said joint trade or business, or the gains thereof, by bad debts, loss, damage, decay of goods, neglects, mismanagement of servants and apprentices, fall of markets, or any other accident or event whatsoever, and all clerks' and servants' wages, charges of books and letters, houses, shops, and warehouse rent, together with all taxes, travelling expences, and all other necessary charges and expences which shall be occasioned, laid out, or happen in or about the said joint trade or business, shall, at all times during this copartnership, be paid, allowed, sustained, and borne by and out of the said joint stock and the gains thereof, so that each of the said parties hereto shall bear and pay his proportionable part or share thereof. And it is hereby also declared and agreed, that the principal clerk for the time being shall be the general receiver of all the money belonging to the said joint trade or business, who shall thereout pay all petty demands to be approved of and ordered by the said parties, and shall from time to time pay all the surplus cash into the hands of such banker as they the said A. B. and C. D. shall nominate: And it is hereby mutually agreed by and between the parties to these presents, and each of the said parties for himself, his executors and administrators, doth hereby covenant, promise, and agree to and with the other of them, his executors and administrators, that he shall, at all fit and reasonable times during this copartnership, unless prevented by illness or other inevitable accidents, diligently and faithfully apply and employ himself unto and in and about the said joint trade or business of this copartnership, and the management thereof, and the carrying on the same, and the affairs and business thereof, for the promoting of the same, for the best advantage and benefit of both of them the said parties: And likewise, that neither of them the said parties shall undertake or go any journey or voyage, or otherwise absent himself from the business of the said copartnership, without the consent of the other of the said parties first had and obtained in writing: And further, that the said parties shall and will be true, just, and faithful to the other of them the said parties, in all his bargains, buyings, sellings, receipts, payments, accounts, dealings, and transactions in and about the said trade and business; and thereof, upon request of the other of the said parties, shall and will, from time to time, make and give a true and just account to each other of them: And it is hereby agreed by and between the said parties, that it shall and may be lawful to and for each of them to take out of the cash of the said joint stock the sum of £—— quarterly towards his and their own private and particular expences, the same to be charged to each of their accounts; and that neither of them shall take out of the stock or the cash thereof any further sum for his own separate use, without the consent of the other of them for that purpose had and obtained in writing under his hand; and that such sum or sums of money so taken and drawn out with such consent, shall be payable and be paid by the party having the same within twenty-one days after notice in writing given for that purpose by either of the said parties, together with interest on such sum or sums, after the rate of £5 per cent., from the time of drawing and taking the same out, to the time of repayment thereof: And it is hereby mutually agreed by and between the said parties, and it is the true intent and meaning of these presents, that neither of the said parties, during this copartnership, shall, with his own money, not belonging to the said joint stock, or employed in the said joint trade or business, or upon credit given him by any person or persons whatsoever, trade, traffic, or be concerned in any trade or business of any nature

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All Losses, &c. to be borne by each Party.

Wages, Rent, Travelling Expences, &c. to be paid equally by the Partners.

Principal Clerk to be the general Receiver.

Surplus Cash to be paid to Bankers.

To exert themselves.

Neither of them shall absent themselves without Leave.

To be faithful to each other.

Parties to draw out quarterly.

Neither of them to take a further Sum without Consent of the other.

Such further Sum to bear interest at £5 per cent. and payable at 21 days' Notice.

Not to trade, or be concerned in any other Business.

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Books to be kept.

Not to sell or
trust whom the
other of the said
Party shall fore-
warn ;

nor release or
discharge any
Debt or Duty,
without Consent
of the other of
them.

Not to enter into
any Statute,
Bond, &c., nor
to indorse Bills,
without Consent
of the other ;

nor do any Act
to incumber
Partnership
Effects ;

nor to be
charged or in-
cumbered with
any private Debt ;

or bind whatsoever, separately for his own account, or in partnership with any other person or persons, or in the names of any other person or persons in trust for him, but only for the account and for the benefit, interest, and advantage of the said joint trade or business. And for the better manifesting the true and plain dealings, and of all transactions between them the said parties concerning the said joint trade, business, capital, stock, and copartnership, it is hereby covenanted and agreed by and between them the said parties, that they shall and will provide and keep, or cause to be provided and kept, such and so many books as shall be necessary, wherein they shall forthwith fairly write and enter, or cause to be written and entered, the just and true particulars of all monies received and paid, and of all goods, wares, merchandizes, and commodities, that shall be consigned, accepted, imported, exported, bought, sold, and received in or delivered out ; and of all debts contracted, and all other matters, affairs, transactions, and things anywise relative and necessary or conducing to the manifesting the true affairs, state, and condition of the said joint trade or business of this copartnership : And that the same books, together with all bills, letters, specialties, papers, and writings, touching or relating to the said joint trade or business of this copartnership, shall, as well during this copartnership as afterwards, remain open and extant, and be kept in some convenient part of the counting-house or place of trade where each of the said parties may, during this copartnership, and at reasonable times afterwards, have free access to and come by them or any of them, and may read, peruse, and at the expence of the party desiring it, copy out of the same, or any of them, at his free will and pleasure, without any let or hindrance of the other of them in that behalf, his executors or administrators : And that neither of the said parties, without the consent of the other, shall sell, lend, or deliver, by way of credit or trust, any monies, goods, wares, merchandizes, or commodities belonging to the said joint trade, to any person or persons whomsoever, whom the other of the said parties shall by writing forewarn or forbid to be credited or trusted : And that neither of the said parties shall, without the consent of the other of them, release, compound, or discharge any debt or duty which, during this copartnership, shall be due or owing to the said parties on account of their said joint trade or business, or capital stock thereof, save only for so much as shall bona fide be received and brought into the stock or cash of the said copartnership : And that each of the said parties shall bona fide answer and pay all such monies or goods belonging to the same as he or they, or any other by his order or directions, shall receive, discharge, or give any receipt for : And that neither of the said parties shall, during this copartnership, without the consent of the other of them first thereunto had in writing under his hand, enter into any deed, bond, judgment, or statute, or otherwise become bound or charged as bail or surety, or give any promissory or other note, or accept any bill or bills of exchange for himself and partner, without the knowledge and consent of each other first had and obtained, with or for any person or persons whomsoever ; or do or wilfully suffer to be done any act or thing whatsoever, by means whereof the said joint stock or trade, or the monies, goods, wares, merchandizes, debts, increase, gains, or effects, which shall be in, due, or belonging to the said copartnership, shall or may be prejudiced, hindered, attached, seized, expended, or be taken in execution : And that neither of the said parties shall permit or suffer the said joint trade or business, or the stock thereof, or any of the monies, goods, wares, merchandizes, debts, or effects, which are or shall be in or due or belonging to the same, to be in anywise charged or incumbered with or for any private or particular debt or duty which shall not concern or relate to his copartnership, but that every such private or particular debt or duty shall from time to time be discharged and paid by the party whose debt or duty the same shall be, by and out of his particular and private estate not employed in the stock or

business of this copartnership: And that each of the said parties, his executors and administrators, shall and will well and sufficiently save harmless and keep indemnified the said joint trade or business, and the stock and effects thereof, of, from, and against all debts and duty incurred or contracted before the commencement of this copartnership, so and in such manner as the said joint trade or business, and the stock thereof, and the other of the said parties, his executors or administrators, shall not be in anywise affected thereby: And that all apprentice or apprentices, clerk, or other covenant servant or servants, taken to be employed in the said joint trade or business during this copartnership, shall be taken by and with the joint and mutual consent of both the said parties, and not otherwise, and shall be maintained during their respective employment therein by and out of the gains and profits of the said joint trade or business; and all monies paid to or received by the said parties, or either of them, with or on account of any such apprentice or apprentices, clerk or clerks, or other covenant servant or servants, shall be added to the joint stock, for the increase and augmentation of the same, and employed therewith for the mutual benefit of the said parties: And also, that they the said parties shall and will, some time between the — day of — and — day of — in every year during the continuance of this copartnership, join together and make up, state, and adjust a true and fair account and valuation, in writing, of all the monies, goods, wares, merchandizes, and effects belonging to the said joint stock, and of the debts due and owing from or to the said parties, in respect of the said joint trade or business, and all other their joint dealings and transactions, to the intent that it may thereby plainly appear how much the net produce of the said partnership stock and estate, and what gains and profits shall have been made of the said joint trade or copartnership, in case of the death of either of the said parties: And that upon the stating of every such annual account, all the debts due from the said joint business shall be forthwith paid, and all such of the said debts as shall be then due from the said copartners as shall be deemed bad or desperate, shall be separated from the others, and shall stand and be accounted by themselves, and shall not be estimated or valued in such accounts; and if any monies or other satisfaction shall be had or obtained thereby, the same shall be divided between the said parties, their executors and administrators, share and share alike: And when such accounts shall be passed, the same shall be transcribed in the ledger of accounts, and subscribed by the said parties; and such accounts so stated and settled shall be final and conclusive as to all matters contained therein; and the said accounts so settled shall not be opened or unravelled, unless there shall be some considerable error or errors therein, and then only for such error or errors, and so as the same shall be discovered in the lifetime of the said parties, and not otherwise: And upon making up, stating, and adjusting of every such yearly account, of and concerning the said joint trade or business as aforesaid, there shall be a division made of the gains and profits, in such manner as shall be then mutually agreed: And also paying such of the said parties the sum of £5 per cent. per annum for such sum or sums of money, goods, wares, or merchandizes, as either of the said parties shall have advanced and brought to the said joint stock and trade at the commencement of this copartnership, or at any time afterwards during the same, exceeding such sum or sums of money as the other of them the said parties shall have advanced and brought into the said joint stock and trade; and also, that if either of them the said parties shall, at the commencement of this copartnership, or at any time afterwards during the same, have or bring into the said joint trade any greater sum or value of money, goods, wares, or merchandizes, than his share or proportion of the said capital stock of — amounts unto, then and in such case it shall and may be lawful for such party, at any time during the said copartnership, at his free will and pleasure,

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But indemnify the same therefrom.

Not to take Apprentices, &c. without Consent of the other.

All Monies to be received by such Apprentices, &c. to be added to the joint Stock.

Yearly to account and settle, and Profits to be divided.

£5 per cent. per annum to be paid the Party for such Sums as he shall advance exceeding the other of them.

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Within 1 Month
after end of the
said Copartner-
ship to make
final Account.

After deducting
for the Payment
of Debts, a Divi-
sion to be made.

Each Party to
exert himself to
get in outstand-
ing Debts.

to withdraw and receive out of the said joint trade, and to convert to his own use, such greater sum or value in money, goods, wares, or merchandises, than his said share or proportion of the aforesaid capital stock amounts to; and in case either of the said parties shall continue in the said joint trade, such greater sum or value in money, goods, wares, and merchandises as aforesaid, he the said party shall be repaid the same, and every part thereof, by and out of the said capital of the said joint stock and trade, before the same capital shall be shared and divided between the said parties, or their respective executors or administrators, in manner herein-after in that behalf mentioned. And it is hereby further mutually agreed by and between the said parties, and each of them for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the other of them, his executors and administrators, that at the end or other sooner determination of the said copartnership, the said parties (if they be both then living) shall, within one month then next following, meet and account together, and make, cast up, settle, state, and fully adjust between them, a true, plain, perfect, and final account and reckoning in writing, of, for, and concerning the said joint stock and trade or business, and all monies, debts, goods, wares, merchandises, profits, gains, advantages, and effects whatsoever, which shall be then in, due, or belonging, or in anywise appertaining to the same stock or trade, or to the said parties on account thereof; and also of, for, and concerning all debts, sums of money, losses, charges, damages, and expences, which, by reason or on account of the same joint trade or business, shall be by them the said parties due or owing to any person or persons, or which they the said parties shall have suffered or sustained by reason or on account thereof, and so and in such manner that it shall and may thereby plainly appear what the true state and condition of the said joint stock in trade shall then be; and which said final account, when stated and settled as aforesaid, shall, after the death of either of the said parties, be binding and conclusive, and shall not afterwards be opened and called in question by any person or persons whomsoever, except manifest error appears, and then only for the purpose of explaining and rectifying such error. And immediately thereupon, and as soon as conveniently may be after such final account shall be stated and settled as aforesaid, true payment shall be made, or good order taken for the true and speedy payment of all such debts and sums of money as at the time of the expiration of the said copartnership shall be by them the said parties due or owing to any person or persons for or on account of the said joint trade or business: And then also (after, in the first place, deducting sufficient for the payment of the said debts), true payment, division, and delivery shall be made by and between the said parties (after payment to each of the said parties the amount of such sum or sums of money as he or they had brought in and paid to the said capital stock, at their then house or place of business), of all and every such monies, debts, goods, wares, and merchandises, effects, and other things which shall be then in or due, belonging or appertaining to the said joint stock, trade, or business, or to the said partners on account thereof. And it is hereby further agreed, that all debts and sums of money which shall be standing out or due or owing to the said joint stock and trade, or to the said partners on account thereof, as the same shall from time to time be received and got in (which each of the said parties doth hereby for himself, his executors and administrators, covenant and agree to and with the other of them, his executors and administrators, to do his and their utmost endeavours to receive and get in accordingly), shall immediately thereupon be shared and divided, and paid to them the said parties respectively, or to their respective executors or administrators: And thereupon each of the said parties, his executors or administrators, shall make and give unto the other of them, his executors and administrators, such assignments of his and their part and share of the said

outstanding debts, with full power and authority to sue for and recover the same, as the party or parties who is or are to have the same debts shall upon such division as aforesaid reasonably require; and after such division and assignment shall be made, neither of the said parties, his executors or administrators, shall receive, release, compound for, or discharge any debt or debts which shall be allotted unto the other of them, his executors or administrators, without the consent of him or them to whom the same shall be so allotted: Provided always, and it is hereby covenanted, concluded, and agreed by and between the said parties, and each of them for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the other of them, his executors and administrators, that in case either of them the said parties shall happen to die before the expiration of this copartnership, then and in such case the survivor of them, his executors or administrators, shall and will accept and take the whole stock of goods, wares, merchandizes, monies, debts, and effects, which, at or immediately before the decease of the party so dying, shall be in anywise appertaining unto them the said parties as copartners, for or by reason or on account of their said joint trade or business (such goods, wares, merchandizes, effects, and debts to be valued and appraised by two indifferent persons to be chosen by the party surviving the other of them, and the executors and administrators of the party so dying, with liberty for such two persons, in case of difference, to refer the same to the determination of a third person): And also, in consideration thereof, and for a full recompence and satisfaction to be had and made to the executors or administrators of the party deceased, and for his and their full part, share, and proportion of, in, and to the said joint stock and trade, the survivor, his executors or administrators, shall and will well and truly pay and satisfy, or cause or procure to be well and truly paid and satisfied, at or in their place of trade or business, unto the executors or administrators of the party so dying, so much good and lawful money of Great Britain as the full part or share of and belonging to the said party so dying, of and in the said joint stock and trade, and in such good debts as aforesaid, did or shall appear to have been or amounted unto, by and according to the yearly amount then last before made and subscribed with their names as aforesaid, including such further value or sum as the party so dying shall have advanced to the joint stock since such last accounts, together with interest for the same after the rate of £5 per cent. per annum, from the time of advancing the same to the time of the decease of the said party; but if no such yearly account shall be theretofore made, then so much like lawful money as the full value of the part and share so advanced and brought into the said capital stock of the said joint trade and copartnership by the party so dying, and the surviving partner shall be entitled to the profits, and bear the losses which shall have arisen or been sustained from such last account; or in case either of the said parties shall die before any such account shall have been stated, then from the commencement of this copartnership. And it is hereby further agreed by and between the said parties, that all such sum and sums of money as shall become due and payable by the survivor of the said parties, his executors or administrators, to the party so dying as aforesaid, shall be paid in manner following; (that is to say), one — or — part at the end of — calendar months next after the decease of the party so dying; one — or — part at the end, &c.; and the remaining —, or part thereof, at the end of — months next after such decease. And for the better securing the payment of the said monies, the surviving partner shall, within — months next after the decease of the said partner so happening to die (if thereto required by the executors or administrators of such partner so dying), enter into and become bound unto the executors or administrators of the party so dying, in one or more bond or bonds, in double penalties, conditioned for payment to them

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Neither Party to release and compound any Debts which shall be allotted unto the other of them.

In case of Death before the Expiration of Copartnership, the Party surviving shall take the whole Stock of Goods, Debt-, &c. on a Valuation of two Persons, one to be named by the Party surviving, and the other by the Executors, &c. of the Party so dying; and the Amount to be paid by 3 Payments, to be secured by Bond..

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Surviving Partners to execute Bond of Indemnity to the Executors, &c. of the Party so dying, to save harmless against all Debts due at the Time of the Decease of the said Party.

On Bonds being executed, the Executors, &c. of the Party so dying shall grant, &c. unto the surviving Partners all their Claim, Interest, &c. unto the joint Stock, Trade, Monies, &c.

Bad and desperate Debts to be equally divided.

Neither Party to assign their Interest in the joint Trade.

Reference to Arbitration.

of such monies, and at such times and places, and in such manner and form as aforesaid: And shall also thereupon enter and become bound unto the said executors or administrators, in one or more bond or bonds of sufficient penalty, for saving harmless and keeping indemnified the heirs, executors, and administrators of the party so deceased, and his and their lands and tenements, goods and chattels, of, from, and against all debts which at the time of his decease were jointly owing by the partners to any person or persons, for or on account of their said joint trade or business, for any goods, wares, merchandizes, matter, or things belonging or in anywise touching or relating to the same trade, of, from, and against all actions, suits, damages, and expences for or on account of the same debts, every or any of them; all which said debts the surviving partner shall and will pay and satisfy in due and convenient time. And it is hereby further agreed, that the executors or administrators of the partner so dying shall and will, upon the sealing and executing such bonds as aforesaid, legally and effectually grant, assign, and release unto the surviving partner, his executors and administrators, all the part, share, right, title, interest, claim, and demand whatsoever, of them the said executors or administrators of the said partner so deceased, of, in, and to the said joint stock and trade, and all the monies, goods, wares, merchandizes, debts (other than such debts as are next herein-after mentioned), profits, gains, and other estate and effects whatsoever, which at the time of such his decease were in joint trade or copartnership between them the said partners or jointly owners, or belonging unto them, for or on account of the said joint trade or business: And in case either of the said parties shall happen to die during this copartnership, then also such esteemed bad and desperate debts due or owing to or on account of the said joint trade or business as shall not have been deemed and accounted as a good estate, and as such cast up and included in such yearly account or accounts, shall be stated with all convenient speed, be divided and shared between the surviving partners, and the executors and administrators of the partners so deceased shall give unto each other, and his and their executors and administrators, full power and authority to sue for, get in, and receive his and their respective parts and shares of such esteemed bad debts: Provided always, and it is hereby expressly agreed and declared between the said parties hereto, that neither of the said parties shall or will, without the consent in writing of the other of them for that purpose first had and obtained, sell, assign, or transfer his share or interest in the said joint trade, business, or copartnership, or any part thereof respectively, to any person or persons whomsoever: And also, that in case any dispute or difference shall happen to arise between the said parties to these presents, their respective executors or administrators, touching or concerning the said joint trade, business, or copartnership, or any of the accounts, transactions, or dealings relating thereto, or the constructions of these presents, or of any covenant, clause, matter, or thing herein contained, the same shall be finally determined, settled, and adjusted by the award, determination, or arbitrament of two indifferent persons, one to be chosen or named by the said A.B. his executors or administrators, and the other by the said C.D. his executors or administrators, so as such award, determination, or arbitrament be made, given, and delivered in writing under the hands and seals of such arbitrators to the said parties, their respective executors or administrators, or such of them as shall demand the same, within ——— days after the choice and nomination of the said arbitrators; and in case the said arbitrators shall not make and deliver their said award, determination, or arbitrament within the time so limited for doing thereof, then the said parties, their executors or administrators, shall stand to, abide by, perform, and keep such award, umpirage, and final end and determination of such umpire as shall be nominated and chosen by the said arbitrators, so as such umpire shall make

and deliver his award, determination, or arbitrament, in writing, under his hand and seal, to the said parties, their respective executors or administrators, within ——— days next ensuing the choice of such umpire, touching all such matters in difference between the said parties, their respective executors or administrators, or any of them. And it is hereby further covenanted, concluded, and agreed by and between the said parties, that in case either of the said copartners shall be minded and desirous to make an end of this copartnership at the end of the first ——— or first ——— years next after the commencement of this copartnership, and shall give ——— months' notice of such his mind and desire, in writing under his hand, unto the other of the said partners, immediately preceding either of the said terms of ——— or ——— years, that then and immediately after the expiration of the said term of ——— or ——— years, this present indenture and the copartnership between the said parties shall cease, determine, dissolve, and be at an end, and be absolutely void to all intents and purposes whatsoever. In witness, &c.

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Copartnership to be determinable at the End of first ——— or first ——— Years, at the Option of either Party.

That upon the taking and settling of such annual accounts as aforesaid, the proportions of the clear gains and profits of the said intended partnership (after the payments and deductions herein-before directed to be made thereout as aforesaid), which shall be found due and owing to the said A., B., and C., respectively, as their respective shares thereof, shall be added to their respective shares of the capital of the said intended partnership, so as to form surplus capital, and bear interest at the rate of $\pounds 5$ per cent. per annum, to be payable by equal half-yearly payments; but the proportion of such clear gains and profits, which shall be found due to the said D., shall, upon every such annual account, remain in the said intended partnership, and go towards forming his proportional share of the capital so agreed to be advanced and brought in by him as aforesaid, until the same shall be completed; and after such capital of the said D. shall be completed, the proportion of such clear gains and profits, which upon the taking such annual accounts shall be found due and owing to the said D. as his share, shall be added to his share of the capital of such partnership, so as to form surplus capital, and bear interest at the rate aforesaid, to be payable by equal half-yearly payments: That no part of the surplus capital of any of the said partners, which shall be so formed as lastly herein-before is mentioned, shall be drawn out of the said intended partnership, except that any one or more of the said partners, having more surplus capital (in proportion) than the others or other of them, shall be at liberty to draw out such extra surplus, so as to equalize such surplus capitals.

Clause for accumulating Profits in a Partnership until a certain Amount of Capital be raised. (1)

That any of the said partners for the time being in the said intended partnership shall be at liberty to withdraw therefrom, on the ——— day of ——— in any year of the said copartnership term, on giving six calendar months' previous notice, or warning in writing, for that purpose, to the other partner or partners for the time being.

Clause authorizing any Partner to withdraw at the End of any Year. (2)

That any of the partners for the time being in the said intended partnership shall be at liberty to dispose of and transfer (the whole or any part of) his share or interest in the same copartnership unto any person or persons whomsoever, in case such person or persons shall be approved of by writing under the hands or hand of the others or other of such partners, but not

Clause enabling Partners to dispose of their Share in the Business.

(1) This should be inserted after the clause for making the annual rests. ship may be dissolved by mutual agreement, ante, 3 vol. 244.

(2) As to the manner in which a partner-

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Clause that
Executors of de-
ceased Partner
shall be inter-
ested in Partner-
ship up to the
next Rest. (1)

That in case of the death of either of the said partners, the executors or administrators of such deceased partner shall be interested in the said intended partnership, both as to the profit and loss, till the — day of — next ensuing the decease of such partner, in the same manner as such deceased partner would have been interested if he lived till that period; but such executor or administrator shall not be required to take any part in the management of the said partnership trade or business, nor shall they be at liberty to interfere in any manner in the mode of conducting the same.

Proviso that Ex-
ecutors or Ad-
ministrators of a
Partner dying
shall become
Partners in his
Place. (2)

Provided always, and it is hereby declared and agreed by and between the parties hereto, that in case of the death of the said A. before the expiration of the first seven years of the said copartnership term of fourteen years, the said joint trade or business shall thenceforth, until the expiration of the said term of seven years (if the said B. shall so long live), be carried on by the said B. for the benefit of himself and of the executor or administrator of the said A., under and subject to the like terms, conditions, and agreements, as the said copartnership between the said A. and B. is hereby agreed to be carried on, and that as fully and effectually, to all intents and purposes, as if the names of the executor or administrator of the said A. had been originally inserted in these presents in lieu of the name of the said A.; and the executor or administrator of the said A. shall, for the then residue of the said term of seven years, by and out of the share or proportion of the said A., or of themselves as his legal representatives of and in the gains and profits of the said joint concern, allow unto the said B. the clear yearly sum of £—— for his extraordinary trouble in managing and carrying on the same; and at the expiration of the said first seven years of the said copartnership term of fourteen years, the said copartnership trade or joint business shall devolve wholly to the said B., and he shall pay to the executor or administrator of the said A. the share of the said A. of and in the gains, stock, and capital of the said joint concern, in such and the same manner as the same would have been payable to the executor or administrator of the said A., in case he had died at any time after the expiration of the said first seven years of the said copartnership.

Proviso entitling
the Widow of a
Partner dying to

Provided always, that notwithstanding the clause next herein-before contained, and the provisions and arrangements herein-before made, it is hereby expressly agreed and declared, that in case either of them the said A. and B.

(1) As to the utility and effect of an express stipulation of this nature, see ante, 3d vol. 248, 249. The executors in such a case will be personally liable for the debts of

the firm, 1 Maule & Selw. 412.

(2) N.B.—This is to follow the usual provision in case of death. As to the liability of the executor, see 1 M. & S. 412.

shall happen to die during the copartnership, leaving a widow him surviving, and such widow shall signify her wish and intention to become a copartner in the said joint trade (such wish and intention to be signified by some writing under her hand, and to be given or left to or for the surviving partner at the counting-house for the time being of or belonging to the said trade, within — weeks next after the decease of her husband), then and in such case the widow of such deceased partner shall thereupon accordingly be and become a copartner in the said joint trade or concern, in the room, place, and stead of her deceased husband, for the then residue of the said copartnership term, and with the joint stock and effects of or belonging, due or owing to the said joint concern at the time of the death of her said husband, under and subject to the like terms, clauses, articles, covenants, conditions, and agreements, as are herein mentioned, expressed, entered, and agreed upon between and by the parties hereto, or as near thereto as the circumstances of the case will permit; and that thereupon the said surviving partner, and the widow of such deceased partner, shall accordingly enter into articles of partnership for and during the then residue of the said term of — years, under and subject to such terms, conditions, clauses, covenants, and agreements as aforesaid.

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succeed to his
Share in the
Business. (1)

And whereas I now carry on the trade or business of a merchant, in partnership with —, and I may at the time of my decease continue to do so, or may be otherwise concerned in trade and business, or other commercial or mercantile concerns, and at the time of my decease there may be a vacancy or suspense of the person for the time being beneficially and absolutely entitled thereto, or to the whole or entirety thereof, under this my will: Now therefore I do hereby authorize or empower my trustees or trustee for the time being, during such vacancy or suspense as aforesaid, to carry on or join in carrying on my said trade or business, or to discontinue the same, as to them or him shall seem prudent: And I do hereby declare my will to be, that they my said trustees, or the survivor, &c., do and shall (if they shall be of opinion it will be beneficial so to do) conduct, manage, or carry on the said trade or business, and all matters and things relating thereto, or cooperate and concur therein, in such manner as they or he shall think most conducive to the advantage of the persons beneficially interested therein, or to the share then vacant or in suspense; and do and shall for that purpose use and employ such person or persons, with such salaries, as they my said trustees or trustee for the time being shall think proper: And I do hereby give them, whether they carry on the same or not, full power and authority to enter into such contracts and agreements, and to make such engagements respecting the premises, as they or he shall think reasonable, and to increase or abridge the said trade or business, and to adjust and settle all accounts or transactions in which I shall be interested, and to compromise or compound any debts owing to me or claimed from me, and generally to transact all matters and concerns respecting my said trade or business, and to do, or cause to be done, all acts and deeds relating thereto, in such and the same manner, to all intents and purposes whatsoever, as if they or he were absolutely entitled to or interested in the premises, it being my intention to give them my said trustees full power and authority to carry on my said trade or business during such suspense or vacancy as aforesaid, or wholly to discontinue the same, as to them or him shall seem most advantageous and most proper for the benefit of the trusts of this my will: And I hereby declare, that all losses, costs, charges, and expences of carrying on my said trade or business, and the concerns thereof, and all gains, profits, and increase

Power in a Will
for Trustees to
manage Testa-
tor's Trade, and
to put his Sons
in Possession as
they attain 21,
on giving Se-
curity.

(1) This is to follow the usual clause in case of death.

Vol. III. Ch. IV. thereof, shall be borne, paid, and discharged out of, and considered in all respects as part of the monies which shall come to the hands of my said trustees or trustee for the time being, in manner herein-before mentioned, and shall be applied and applicable in such manner as herein-before is directed concerning such monies: Provided always, and I do hereby further declare my will to be, that if any of my present, or any after-born sons, whom I may happen to have, shall live to attain the age of twenty-one years, and if the portions or legacies herein-before provided for my other children shall become vested or payable, then I hereby direct my said trustees, or the survivor, &c., to put my said son or sons so attaining the age of twenty-one years, or such one or more of them as to my said trustees or trustee for the time being shall seem proper, into the full and complete possession of my said trade or business, to assign and make over to my said son or sons respectively, all securities, debts, goods, effects, and property belonging to or generally used or employed in carrying on the said trade or business, upon my said son or sons respectively, who shall so take to my said trade or business, giving security to the satisfaction of my said trustees or trustee for the time being, for the payment of the portions or legacies hereby provided for my said other children, as and when the same shall respectively become due and payable, and which security may be the bond of such son or sons, if my said trustees or trustee for the time being shall think proper to accept the same.

Deed of Copartnership between Ship Agents at different Ports, to share, in certain Proportions, the Profits of their respective Commissions, and the Discount on Tradesmen's Bills employed by them in repairing the Ships consigned to them, &c. (1)

Recital of A.G.'s Appointment as Agent of Foreign and other Merchants, &c. to act in England.

Recital that E.C. and W.C. are Consuls and Agents for Foreign Nations.

Recital of A.G.'s Intention to remove his Residence, and that all Parties shall partake of Portions of each other's Commissions and Profits.

Covenant that A. G. shall remove to P., and become an Agent there.

Articles of agreement indented, made, concluded, and agreed upon, this 24th day of February, in the year of our Lord 1790, between E. C. and W. C., of Gosport in the county of Southampton, merchants, of the one part, and A. G., of Plymouth in the county of Devon, merchant, of the other part. Whereas the said A. G. some time since received appointments from several of the principal ship-owners, merchants, and insurers, in Holland and other places, to act as their agent in the several counties of Hampshire, Devonshire, Dorsetshire, and Cornwall; and whereas the said E. C. and W. C. have, for a great number of years, been established at Gosport aforesaid, in the agency line, under the firm of E. C. and son, and hold sundry appointments as consuls and agents for the Danish and other foreign nations, and also have very extensive connexions in Holland, and other parts of Europe; and whereas it is deemed for their mutual interest, and the advantage of their friends, that the said A. G. should remove from Plymouth, and establish himself at Cowes in the Isle of Wight; and the said E. C. and W. C., and the said A. G., have agreed, that each should allow to the other certain portions of each other's commissions and profits, in manner hereafter more particular mentioned and expressed: Now therefore this agreement witnesseth, and the said A. G. doth hereby, for himself, his executors and administrators, covenant, promise, and agree to and with the said E. C. and W. C., their executors and assigns, in manner following; (that is to say), that the said A. G. shall and will, when required so to do by the said E. C. and W. C., remove from Plymouth, and establish himself at Cowes aforesaid, for the purpose of carrying on a house there in the agency line on his account; but in consequence of the assistance and recommendations which the said E. C. and W. C. have agreed to render in support of the said house at Cowes, the said A. G. doth covenant, promise, and agree to and with the said E. C. and W. C., that the said A. G., his executors, administrators, and assigns, shall and will well and truly pay or allow, or cause to be paid or allowed, to the said E. C. and W. C., their executors, administrators, or assigns, one full

(1) See 2 Hen. Bl. Rep. 235.

moiety or half-part of the commission agency to be received on all such ships or vessels as may arrive or put into the port of Cowes, or remain in the road to the westward thereof within the Needles, of which the said A. G. may procure the address, and likewise one full moiety or half-part of the discount on the bills of the several tradesmen employed in the repairs of such ships or vessels; and as there have been for a considerable time past very general complaints made abroad of the malpractices and impositions that have prevailed at Cowes aforesaid, and it being a principal object of the said E. C. and W. C. to counteract and prevent such, the said A. G. doth further covenant, promise, and agree to and with the said E. C. and W. C., that he the said A. G. shall and will use his utmost diligence and endeavours to prevent ships or vessels arriving at the east end of the Isle of Wight from being carried past the port of Portsmouth to that of Cowes, and also to induce the mariners or commanders of such ships or vessels as may come in at the west end of the island through the Needles, whenever it is practicable and advisable, to proceed to Portsmouth, and there put themselves under the direction of the said E. C. and W. C.; and that he will consult and advise with the said E. C. and W. C. on and respecting the affairs of such ships or vessels as may put into and remain at the port of Cowes under the care of the said A. G., and pursue such measures as may appear to the said E. C. and W. C. for the interest of the concerned. And whereas one of the causes of complaint before mentioned is the very heavy charge made at Cowes for the use of warehouses for depositing the cargoes of ships or vessels, the said A. G. doth also covenant, promise, and agree to and with the said E. C. and W. C., that they the said E. C. and W. C. shall be at full liberty to engage warehouses at Cowes aforesaid, on such terms and in such manner as they may think proper, in which the said A. G. shall not upon any grounds or pretence whatsoever, either directly or indirectly, interfere. And the said E. C. and W. C., for the considerations herein-before mentioned, do hereby covenant, promise, and agree to and with the said A. G., his executors and administrators, that they the said E. C. and W. C. shall and will well and truly pay or allow, or cause to be paid or allowed, to the said A. G., his executors, administrators, or assigns, three-fifth parts or shares of the commission or agency to be received by the said E. C. and W. C. on account of all such ships or vessels, the commanders whereof may, in consequence of the endeavours, interference, or influence of the said A. G., proceed from Cowes to Portsmouth, and there put themselves under the direction of the said E. C. and W. C. in manner herein-before mentioned; and likewise one and one-half per cent. on the amount of the bills of the several tradesmen employed in the repairs of such ships or vessels, together with one-fourth part of such sum or sums as may be charged or brought into account for warehouse rent on the cargoes of such ships or vessels respectively; and also one-sixth part of such sum or sums as may be charged or brought into account for warehouse rent on the cargoes of such ships or vessels as may be landed at Cowes aforesaid: And also, that they the said E. C. and W. C., their executors, administrators, and assigns, shall and will well and truly pay or allow, or cause to be paid or allowed, unto the said A. G., his executors, administrators, or assigns, one-fourth part or share of the commission or agency to be received by the said E. C. and W. C. on account of all such ships or vessels that may arrive or put into the port of Portsmouth, or remain in the limits thereof, under the care and direction of the said E. C. and W. C.; and likewise one-half per cent. on the amount of the bills of the several tradesmen employed in the repairs of such ships or vessels. And in order to prevent any misunderstanding or disputes with respect to the commission and discount to be paid and divided between the said E. C. and W. C. and the said A. G., and for the better ascertaining thereof, it is hereby mutually covenanted, declared, and agreed upon between

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Covenant of A. G. to allow E. C. and W. C. one Moiety of Commission on Agency (in consideration of their Assistance in Agency) on Ships, and a Moiety of the Discount of Bills of Tradesmen employed in Repair of such Ships. Covenant of A. G. to use his Endeavours to promote the Interest of E. C. and W. C.

Covenant of E. C. and W. C. to allow A. G. 3-5ths of the Commission received by A. G.

Covenant as to Division of Commission and Profit.

Vol. III. Ch. IV. the said E. C. and W. C. and the said A. G., that one-fifth part of the commission or agency on each ship shall and may be first retained by the party under whose care such ship or vessel shall be, as a full compensation for clerks, boat hire, and all other incidental charges and expences in regard of such ships or vessels respectively; after which deduction, the then remaining balance of such commissions or agency shall be divided between the said E. C. and W. C. and the said A. G. in the proportion herein-before mentioned; and that such commission or agency shall be ascertained by one party's producing to the other true and authentic copies of the general accounts of each ship or vessel under their respective care and direction, signed by the several masters of such ships or vessels respectively, and notari- ally authenticated. And it is hereby further covenanted, declared, and agreed upon by and between the said E. C. and W. C. and the said A. G., that this present contract and agreement shall commence and take effect from the date hereof, and shall continue in full force and virtue for the term of seven years, during the whole of which said term, the said parties, or either of them, shall not, upon any grounds or pretence whatsoever, directly or indirectly enter into or form any connexion, contract, or agreement with any other house or houses, or with any person or persons whatsoever, concerning the commission or agency of ships or vessels, that may during the said term put into or arrive at either of the before-mentioned ports of Portsmouth or Cowes, nor shall the said A. G., at the expiration of the said term of seven years, directly or indirectly establish himself at Gosport or Portsmouth, nor on any grounds or pretences whatsoever enter into or form any connexion, contract, or agreement with any house or houses, person or persons whomsoever, at Gosport or Portsmouth aforesaid: And also, that they the said E. C. and W. C., and the said A. G., shall and will meet at Gosport on or about the first day of September yearly, for the purpose of examining and settling their accounts concerning the said commission business, and that such party from whom the balance shall then appear to be due, shall and will well and truly pay or secure the same unto the other party, his executors, administrators, or assigns, on or before the 29th day of the said month of September yearly. And it is hereby likewise covenanted, declared, and agreed by and between the said E. C. and W. C., and the said A. G., that each party shall separately run the risk of and sustain all such loss and losses as may happen on the advance of monies, in respect of any ships or vessels under the immediate care of either of the said parties respectively; it being the true intent and meaning of these presents, and of the parties hereunto, that neither of them the said E. C. and W. C., and A. G., shall, at any time or times during the continuance of this agreement, be in anywise injured, prejudiced, or affected by any loss or losses that may happen to the other of them, or that either of them shall in any degree be answerable or accountable for the acts, deeds, or receipts of the other of them, but that each of them the said E. C. and W. C., and A. G., shall, in his own person and with his own goods and effects, respectively be answerable and accountable for his own losses, acts, deeds, and receipts: Provided always nevertheless, and it is hereby declared and agreed to be the true intent and meaning of these presents, and the parties hereunto, that in case the houses of either of them the said E. C. and W. C., and A. G., shall dissolve or cease to exist, from any circumstance whatsoever, before the expiration of the said term of seven years, that then this present agreement, and every clause, sentence, and thing herein contained, shall from thence cease, determine, and be absolutely void, to all intents and purposes whatsoever; but without prejudice nevertheless to the settlement of any accounts that may then remain open and unliquidated between the said E. C. and W. C., and the said A. G., which shall be settled and adjusted within the space of six months next after the dissolution of the houses of either of them the said E. C. and W. C., and

Covenant that Indenture shall take effect from its Date, and remain in force for 7 Years.

Covenant not to form any Connexion with other Persons.

Covenant to meet for settling Accounts,

and for Payment of Balance.

Covenant that each Party shall run a separate Risk on Advance of Monies, &c.

Proviso that if Partnership dissolves before 7 Years, then Indenture to be void;

but without Prejudice to Settlement of Accounts, which shall be settled within 6 Months after Dissolution.

A. G. ; and also, that at the expiration of the said term of seven years, it shall be at the option of the said E. C. and W. C. to renew this agreement for the further term of seven years, under and subject to the several clauses, covenants, and agreements herein-before particularly mentioned and set forth, which the said A. G. doth hereby engage to do. And it is hereby further covenanted, declared, and agreed by and between the said E. C. and W. C., and A. G., that these presents do not nor shall be construed to mean to extend to such ships or vessels that may come to the address of either of the said parties respectively, for the purpose of loading or delivering any goods, wares, or merchandize, it being the true intent and meaning of these presents, and the parties hereunto, that the foregoing articles shall not nor shall be construed to bear reference to their particular or separate mercantile concerns or connexions ; and that in case any disputes or misunderstandings shall hereafter arise between them respecting the true intent and meaning of any of the articles or covenants herein-before contained, that then such disputes or misunderstandings shall be submitted to the arbitration of two indifferent persons, one to be chosen by the said E. C. and W. C., and the other by the said A. G. ; and in case such two persons cannot agree about the same, then they are hereby empowered to name some third person as an umpire ; and it is hereby declared and agreed, that the award and determination of the said referees and umpire, or any two of them, concerning the object in dispute, shall be made and settled six calendar months next after such differences shall have arisen between the said parties, and shall be absolutely final, conclusive, and binding. And lastly, for the true performance of all and every the covenants, articles, and agreements herein-before contained, they the said E. C. and W. C., and A. G., do hereby bind themselves, their heirs, executors, and administrators, each to the other, in the penalty of £5000 of lawful money of Great Britain, firmly by these presents.

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Proviso that Indenture may be renewed for a further Term.

Covenant that Indenture shall not relate to separate Mercantile Concerns of Parties.

Covenant to refer Disputes to Arbitration.

Clause with Penalty for Breach of Indenture.

Articles of agreement made this 19th of April 1787, between J. R. and J. H. of London, merchants and copartners, as well on the part and behalf of themselves, as of others who have or shall subscribe their names on the back of these presents, of the one part, and S. P. of, &c., merchant, of the other part, &c. Whereas the said S. P. is the sole owner and proprietor of the ship *Triumph*, &c. ; and whereas the said J. R., J. H., S. P., and others, who have subscribed their names on the back of these presents, have mutually agreed upon a joint undertaking and risk as to profit and loss in a certain voyage or maritime adventure about to be performed under the direction of the said parties who have or shall have a majority of interest therein, or of a committee appointed by them : Now these presents witness, that they the said J. R. and J. H., on behalf of themselves, and all others who have or shall subscribe, &c., and the said S. P. for himself, in consideration of the trust which they severally repose in each other, and also in pursuance of the said agreement, have and do, each for himself, his heirs, executors, &c., mutually covenant and agree with each other, &c. : 1st, That the said ship *Triumph*, whereof the said S. P. is sole owner, shall, from the day of the date, and until her return from her intended voyage, be at the disposal, direction, and risk of all the said parties hereto jointly, at the valuation of £3750, &c. 2d, That the said J. R. and J. H., by themselves, and others who have or shall subscribe, &c., shall and will, on or before the 24th August next, procure and provide a cargo of goods for the said intended voyage, to the value of between £22,000 and £25,000, and which goods shall, in the

Deed of Copartnership between Parties to bear joint Risk as to Profit and Loss in a Maritime Adventure. (1)

(1) See 4 Term Rep. 720.

judgment and opinion of the majority of the parties to these presents, be deemed eligible and proper for the voyage and markets; and that the said goods shall be furnished or purchased at the lowest cash prices, although not payable till the usual period of credit is expired; the difference between the said cash terms and the given credit to be made good by giving bonds bearing interest from the date of the contract of such goods; and that they the said J. R. and J. H., and other the persons who subscribe, &c., shall and will prepare and ship the said cargo at such time and in such manner as the majority of the said concerned or their committee shall direct. 3d, That all additional outfits of the ship *Triumph*, in cables, &c. which she may require, &c. after the date hereof, &c. until her voyage be concluded, shall be on the joint account, &c. 4th, That in case the said S. P. shall be desirous to increase his interest in the said joint concern, he shall be permitted so to do, by shipping on the joint account as many goods, over and above the goods to be shipped by the said J. R., J. H., and others who shall subscribe, &c., as he may think proper; but the said goods so to be shipped by the said S. P. are to be such articles as the majority of the concerned or their committee shall approve of as proper for the voyage and market. 5th, That the said £3750, together with the amount of the additional outfits to be advanced by the said S. P., the amount of half of the premiums of insurance to be made by the said S. P. on the said ship, freight, and cargo, and such amount of goods as the said S. P. may ship on the joint account as above mentioned, shall be considered as the said S. P.'s share or capital in the said joint undertaking; and he the said S. P. shall be entitled to receive the profit or bear the loss thereon in the exact proportion as the amount of all such sums shall be to the remainder or other part of the said joint concern; and that the said J. R. and J. H., and the subscribers, &c., shall receive the profit or bear the loss in the like proportion as to the sums set opposite to their several names. 6th, Provided that S. P. shall get the insurances effected, and guarantee the solvency of the underwriters, if called upon; and when the policies are effected, each of the said parties is to hold his own respective proportion thereof, to the amount of his share and interest in the said joint concern. 7th, Although the said S. P. is to procure the whole of the said insurances on the said ship, freight, and cargo, yet only half of the premiums of insurance shall be added to his interest in the said joint concern, pursuant to the 5th article; but all the said parties hold themselves bound with him to be answerable for the whole amount of the said premiums of insurance, and which is to be a charge on the voyage. 8th, That S. P. shall be the ship's husband to superintend such outfits of the said ship as the majority, &c. shall deem necessary. (The 9th relates to a schedule of the ship's tackle, &c.) 10th, That all money received on account of the ship, &c. shall be paid to the supercargo on the joint account. 11th, That in case the said S. P. shall want the assistance of the said J. R. and J. H., or the subscribers, &c., to procure him the loan of any money to enable him to complete the outfits, they engage to procure him £500, to be repaid by him in manner as therein stipulated. (12th, Not material.) 13th, That from and after the said ship shall leave the port of London, all the expences on the voyage shall be paid by the supercargo or agent for the said joint concern, who shall be supplied with money for that purpose, or be empowered to pay the same out of the proceeds of the cargo: And if the said supercargo, during the voyage, is under the necessity of drawing bills on either of the said parties for the same, or he shall think the drawing such bills more beneficial to the joint concern than reimbursing himself out of the said proceeds, then each of the said parties interested in the said maritime adventure shall bear and pay his respective portion of such bills. 14th, That the parties hereto, or a committee, shall appoint officers of the ship. 15th, That when the ship is ready laden for sea, and previous to her

sailing, J. R. and J. H. shall deliver an invoice of her cargo to the supercargo, who shall enter the same in proper books; and each party interested shall be therein credited with the amount of his respective accounts, and the supercargo shall prepare a statement of the whole amount of the said ship, outfits, cargo, and charges, declaring the exact proportions or shares which each person hath in the voyage, which shall be signed by each of the parties, and shall be a voucher for ascertaining the said shares hereafter, in profit and loss. 16th, That in case of any difference between any of the parties interested, it shall be referred to arbitration. 17th, That each party shall bind himself in the penal sum of £2000, for the performance of the articles. Signed and sealed by J. R., J. H., S. P., and W. R.

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Articles of agreement indented, made, &c. between A. B. of, &c., of the one part, and C. D. of, &c., of the other part. Whereas the said A. B. hath this day purchased of the said C. D. one-half or share of all that ——— or vessel called the ———, of the burthen of ——— tons, or thereabouts, and also one-half part or share of all and singular the anchors, cables, ropes, masts, sails, sail-yards, boats, oars, arms, ammunition, apparel, and furniture whatsoever to the said ——— or vessel belonging, or in anywise appertaining, which ——— or vessel is now employed in ——— trade, whereof the said C. D. is master, as by the bill of sale thereof, reference being thereunto had, will more fully appear: Now this agreement witnesseth, and the said party doth hereby mutually covenant and agree to and with the other of them, his executors and administrators, by these presents, in manner following; that is to say, first, the said C. D. doth hereby covenant, promise, and agree to and with the said A. B., his executors and administrators, that he the said C. D. shall and will, from time to time, and at all times so long as he the said C. D. shall continue master of the said ——— or vessel, duly enter or cause to be entered, in some convenient book or books by him the said C. D. to be kept for that purpose, a just and true account of all receipts, payments and disbursements whatsoever by him the said C. D. to be received and paid for and on account of the said ——— or vessel, and the said employment thereof; and shall and will, once in every ——— months, deliver unto the said A. B. a true and faithful state of the said account or accounts by him to be kept as aforesaid; and also shall and will, on the delivery and statement of the said account or accounts, pay or cause to be paid unto the said A. B., his executors, administrators, or assigns, his the said A. B.'s half-part or share of all the profits, benefits, and advantages that may in anywise arise and be made by the said ——— or vessel, and the employment thereof; and the said A. B. doth hereby, for himself, his executors and administrators, covenant, promise, and agree to and with the said C. D., his executors and administrators, that in case loss or damage shall at any time be suffered or sustained by and on account of the said ——— or vessel, and the employment thereof, that then and in such case the said A. B., his executors, administrators, or assigns, shall and will pay or cause to be paid unto the said C. D., his executors, administrators, or assigns, when thereunto required (proper vouchers and receipts being first delivered to him or them), his the said A. B.'s one-half part or share of all such loss or damage so to be suffered or sustained as aforesaid: And for the true performance, &c. In witness, &c.

Agreement respecting a Concern with a Vessel in a Co-partnership. (1)

Memorandum. Whereas we, the several persons whose names are hereunto subscribed, have agreed to make up the sum of £——, of lawful money

Agreement to hold Parts in a Cargo. (2)

(1) See precedent, Montefiore, 5. It will be preferable to insert the covenants in the contract of transfer, pursuant to the 34 Geo. 3. (2) Montefiore, 8.

Vol. III. Ch. IV. of Great Britain, between us, which is to be laid out and invested in the purchase of a cargo of goods and merchandizes as shall be approved by us, or the major part of us, to be sent to B. in the island of N., in such ship or vessel as we, or the major part of us, agree to charter for that purpose; and that the said cargo shall be there sold and disposed of by S. P., who, we also agree, shall be and go supercargo thereof; and that the produce arising therefrom, to be laid out in the purchase of such goods, wares, and merchandizes as the said supercargo shall approve of, shall be brought to London in the said ship or vessel: Now we the said several subscribers do hereby severally and respectively, not one for the other, nor for the others, act, promise, and agree to and with the other and others of us, our executors and administrators, that each of us shall and will be concerned and answerable for profit and loss of and in the said cargo, according to our respective parts thereof hereunder subscribed, and that each of us will pay our several proportionate parts of the costs thereof, according to our respective parts subscribed as aforesaid. In witness whereof, we have hereunto set our hands this ——— day of ——— A. D. ———.

Agreement for investing a Sum of Money to be laid out in the Purchase of Produce in the West Indies, and each Party to have an equal Share of the Profits. (1)

Whereas A. B., master of the ship or vessel called the Justina, of the burthen of 300 tons, or thereabouts, whereof C. D. of, &c., and E. F. of, &c., are part owners, is bound out, in and with the said ship, on a voyage to St. Thomas's, and back again to the port of London: And whereas the said A. B., C. D., and E. F., have agreed to make up together a stock of £12,000 sterling, to be laid out and invested by him the said A. B., as herein is after mentioned, in goods, wares, and merchandizes, for the equal benefit of all the said parties; for which purpose the said C. D. and E. F. have each of them paid into the hands of the said A. B. the sum of £8000, the receipt whereof the said A. B. doth hereby acknowledge: Now therefore it is agreed between all the said parties, and the said A. B. doth hereby covenant, promise, and agree to and with the said C. D. and E. F., their executors, administrators, and assigns, jointly and severally, that he the said A. B. shall and will add and make up £4000 of his own money to the said £8000 paid him by the said C. D. and E. F.; and that he the said A. B. shall and will, upon the said ship's arrival at St. Thomas's, lay out and invest the same in goods, wares, and merchandizes, to the most profit and advantage of all them the said parties that he can, according to the best of his judgment, and with respect to the orders and directions of the said C. D. and E. F., in and touching the same, and shall and will bring home the effects and produce thereof in and with the said ship (the casualties of the seas excepted), and upon the arrival of the said ship at London, or any other port in England, or sooner, if opportunity shall serve, shall and will immediately send the invoice of the produce of the said £12,000 to the said C. D. and E. F., their executors or assigns, or some of them, at London, and will also make a just and true account to them, or some of them, of all the produce of the said £12,000. And it is agreed between all the said parties, that all the produce and effects of the said £12,000 shall be sold and disposed of at London, with all convenient speed after the arrival thereof, for the equal advantage of all the said parties; and that each of them shall have and receive one full third part of the net proceed thereof; and that no benefit of survivorship shall come unto or be claimed by any of the said parties, of, in, or to the said £12,000, or the proceeds thereof, by the death of either or any of them. In witness, &c.

(1) See Montfioire, 10.

Whereas by indenture of three parts, bearing even date with the above-written obligation, and made, or mentioned to be made, between A. G. of, &c., one of the sons of the above-bounden H. G., of the first part, the said J. S. of the second part, and the said E. F. of the third part, the said A. G. and J. S. and E. F. did thereby agree to be copartners in the trade or business of ———, and in the buying of ——— and other things belonging to the said business, from the ——— day of ———, for the term of ——— years from thence next ensuing, determinable as therein is mentioned; the said business to be conducted at ———, under the names and firm of A. G. and company; and that they the said J. S. and E. F., their executors or administrators, should from time to time, as the same should be necessary, for that purpose, pay and advance, in equal proportions, so much money as would be sufficient to carry on the said business with proper vigour and effect, not exceeding the sum of £——, unless two of the said parties should be desirous to increase the same, and in that case not to exceed, without the consent of all the said parties, the sum of £——; and that the partnership should be managed and carried on under the said terms, provisoes, covenants, and agreements therein contained and declared concerning the same, as in and by the said in part recited indenture, reference being thereunto had, may more fully appear: And whereas the said H. G., out of love and affection for his son the said A. G., previous to the execution of the above-mentioned indenture, agreed with the said J. S. and E. F. to enter into and execute this present bond: Now the condition of the above-written obligation is such, that if the said A. G. shall and do well and faithfully observe, perform, fulfil, and keep all and every the terms, provisoes, covenants, and agreements in the said indenture contained, and agreed, and to be by him performed and done; and if he the said H. G., his heirs, executors, and administrators, shall and do, from time to time, and at all times hereafter, save, defend, keep harmless and indemnified, the said J. S. and E. F., and their respective heirs, executors, and administrators, of and from all losses, costs, and charges and expences which they or any of them shall or may incur, sustain, or be put unto, for or by reason or means, or on account of the non-performance of all or any of the terms, provisoes, covenants, and agreements in the said indenture contained, and agreed to be by him the said A. G. performed and done, so and in such manner that he the said H. G. shall or may be answerable to the said J. S. and E. F., and their respective executors and administrators, for such losses, costs, charges, and expences, in such and the same degree as if he the said H. G. had been a party to the said indenture, and had been thereby constituted a partner in the said joint business in the place and stead of the said A. G., and had entered into the covenants and engagements therein contained on the part of the said A. G., and no further: Then the above-written obligation to be void. Otherwise, &c.

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Bond from the Father of a Gentleman in Partnership with two others, as a Security to them for the due Performance of the Articles of Partnership on the Part of his said Son. (1)

This indenture, made, &c. between A. of, &c. of the one part, and B. of, &c. of the other part, [recite deed of copartnership]: And whereas the said B. at the request of the said A. hath advanced to the said A. the sum of £——, in order to enable the said A. to make up the amount of his share of and in the capital of the said concern, and has also agreed to continue the said sum of £—— in the hands of the said A. during the continuance of the said copartnership between him and the said Z., without requiring any interest for the same: And whereas the said A. hath agreed to enter into the covenants hereinafter contained for payment of such yearly sums as are

Agreement by a Partner with another Person to pay him, his Wife, and Daughter, certain Proportions of his Share of the Profits of the Business, in consideration of the Loan of a Sum of Money to be put into the Business. (2)

(1) See Montefiore, 143.

(2) See a form, 2 Burr. Rep. §91.

Deeds, &c. relating to Partners.

~~the said B.~~ mentioned for the benefit of the said B., and of C. his wife, and
~~the said B.~~ daughter: Now this indenture witnesseth, that in pursuance of the
~~the said B.~~ agreement, and in consideration of the said B. having retired from and
~~the said B.~~ discharged the said trade or business of — unto and in favour of him the
~~the said B.~~ said A., and for the purposes of enabling him the said A. to enter into
~~the said B.~~ partnership with the said Z., having made to him the said A. such advance
~~the said B.~~ as hereinbefore is mentioned; and in consideration of all and singular the pre-
~~the said B.~~ mises; he the said A. doth hereby, for himself, his heirs, executors, and ad-
~~the said B.~~ ministrators, covenant, promise, and agree with and to the said B., his exe-
~~the said B.~~ cutors and administrators, in manner following; (i. e.) that he the said A.
~~the said B.~~ shall and will from time to time, and at all times during the continuance of
~~the said B.~~ the said copartnership between the said A. and Z., or during such part of the
~~the said B.~~ said copartnership as the said B. shall happen to live, well and truly pay or
~~the said B.~~ cause to be paid unto the said B. or his assigns, such yearly sum of lawful
~~the said B.~~ English money as shall be equivalent to two full third parts of the shares
~~the said B.~~ or moiety of him the said A. of and in the clear gains and profits of, or to
~~the said B.~~ arise from the said copartnership trade or business to be carried on by the
~~the said B.~~ said A. and Z. as aforesaid, such yearly sum to be paid on the — day of
~~the said B.~~ — in each and every year, and the first yearly payment to be made on
~~the said B.~~ the — day of — now next ensuing, and a proportionable part of the said
~~the said B.~~ yearly sum for the time which at the decease of the said B., or the determi-
~~the said B.~~ nation of the said copartnership, which shall first happen, shall have elapsed
~~the said B.~~ of the yearly payment then growing due, such proportionable part to be paid
~~the said B.~~ on demand: And in case the said B. shall die during the continuance of the
~~the said B.~~ said copartnership, and the said C. his wife shall be then living, he the said
~~the said B.~~ A. shall and will thenceforth from time to time, during the continuance of the
~~the said B.~~ said copartnership between the said A. and Z., or during such part thereof
~~the said B.~~ as the said C., the wife of the said B., shall happen to live, well and truly pay,
~~the said B.~~ &c. (the like covenant to pay to C.): And in case the said B. and C. his wife
~~the said B.~~ shall both happen to die, during the continuance of the said copartnership,
~~the said B.~~ then from and after the death of the survivor of them the said B. and C. his
~~the said B.~~ wife, the said A. shall and will thenceforth from time to time, during the con-
~~the said B.~~ tinuance of the said copartnership, or during such time as the said D. shall
~~the said B.~~ live, well and truly pay, or cause to be paid, (the like covenants to pay to D.)
~~the said B.~~ *Provided* always, and it is hereby agreed and declared between and by all
~~the said B.~~ the parties hereto, that in calculating the clear gains and profits of the share
~~the said B.~~ of the said A. of and in the said copartnership trade or concern, for the pur-
~~the said B.~~ pose of ascertaining the amount of the said yearly sum payable for the time
~~the said B.~~ being under the covenants aforesaid, the said clear gains and profits of the
~~the said B.~~ said copartnership trade or concern shall be estimated exclusively of and
~~the said B.~~ after deducting the yearly sum of £——, which by virtue of and according to
~~the said B.~~ the said recited articles or deed of copartnership is to be deducted from the
~~the said B.~~ said clear gains and profits of the said copartnership business, and to be left
~~the said B.~~ in the said trade for the purpose of accumulation as aforesaid: And, lastly,
~~the said B.~~ the said B. doth hereby, for himself, his heirs, executors, and administrators,
~~the said B.~~ covenant, promise, and agree with and to the said A., his executors and ad-
~~the said B.~~ ministrators, that he the said B., his executors or administrators, shall not nor
~~the said B.~~ will, at any time during the continuance of the said copartnership, call in or
~~the said B.~~ compel payment of the said sum of £——, so lent by him to the said A. as
~~the said B.~~ aforesaid, and shall not nor will at any time require the payment of any in-
~~the said B.~~ terest upon or in respect of the same. In witness, &c.

As to the death
 of the said B.
 and C.,
 see vol. 1.

As to the death of
 the said B. and C.,
 see vol. 1.

A's share to be
 estimated, after
 deducting the
 annual sum of
 £—— for his
 current ex-
 penses.

Covenant from
 B., not to call in
 the loan.

An Agreement
 to continue a
 Copartner-
 ship. (1)

This agreement, made, &c. between I. M. of, &c. of the one part, and S. W.
 of, &c. of the other part. Whereas the said I. M. and S. W. have for several

(1) See form, Montefiore, 276. As to this agreement, and its effect, see 3 vol. 245.

years last past been equally concerned together as partners or joint traders in the trade or business of ———, and in all profit and loss thereby. And whereas before the sealing hereof they have made up between them a full account and reckoning of and concerning the said trade, and goods and debts belonging and owing to and by them upon account thereof, containing all charges and profits and loss thereby, whereof each of them hath to the date hereof paid and received one equal moiety or half part. And upon making up the said account, there appears to be remaining as stock at the sealing hereof, in goods, wares, merchandizes, and debts owing on account of the said trade, the full sum or value of £——, which belongs to them jointly, and wherein they are equally concerned, out of which said stock are due and payable, on account of the said joint trade, several debts amounting to £——. And whereas the said parties intend to continue the said trade or business of ——— in the dwelling-house of the said I. M. in ——— for ——— years, with the said joint stock of, &c. and to be concerned therein equally as to profit and loss. Now these presents witness, that in consideration of the trust and confidence which the said parties have had and repose in each other, it is hereby declared, covenanted, and agreed by and between the said parties, for themselves, their executors, administrators, and assigns, that the said parties are, shall, and will become and continue partners and joint traders in the said trade or business of ———, upon a joint and equal account between them for profit and loss, for the said time or term of ——— years, to commence from the date hereof, if both the said parties shall so long live. And it is agreed, that all charges and losses, and all profits arising by and on account of the said joint trade or business, shall be equally paid, received, and borne by and between the said parties, share and share alike. And it is further covenanted, &c. that the parties shall be true to each other, and have not, shall not, nor will do or suffer any act, matter, or thing whatsoever, whereby or by means whereof any goods, monies, or things belonging to the said joint trade or business shall or may be extended, seized, or taken in execution; but that each of them shall and will defend the said joint stock and trade from their own private and separate debts, and all damages by reason thereof. And that at the end of the said term, &c. the said parties, their executors and administrators, shall and will make up a full and just account and reckoning between them, of and concerning the said joint trade and stock, and all goods, wares, merchandizes, monies, debts, and things, belonging and owing to and on account thereof, and all profit and loss thereby. And that upon making up the said account, all monies and debts owing on account of the said trade or business shall be had, received, enjoyed, and be divided by and between the said parties equally, share and share alike, and without any benefit of survivorship to be had or taken by or between the said parties in respect of their joint trade and business, in case of the decease of either of them before the expiration of the said term, any thing herein, or any law, custom, or usage to the contrary notwithstanding. In witness, &c.

Know all men by these presents, that whereas the within-mentioned copartnership between the within-named (copartners,) will by virtue of the within-written indenture, expire and determine on the ——— day of ——— next ensuing the date of these presents: And whereas the said parties have agreed to renew and continue the said copartnership for a further term of ——— years, to be computed from the said ——— day of ———: Now these presents witness, that in pursuance of the said agreement, the said (copartners) do hereby, for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, mutually and reciprocally covenant, promise, and agree with and to each other, and the executors and administrators of each other, in the manner following; (that is to

A Renewal or Continuance of Articles of Copartnership for a further Term by Indorsement. Witness the Parties agree to renew the Copartnership for a further Term.

Joint, &c. relating to Partners.

... shall and will remain, continue, and be
... together in the trade or business of
... for the further term or period of ... years, if they
... so long live, to commence and be computed from
... next ensuing the date of these presents, and to be
... with the same or like capital stock, and in the same or
... proportions as to profit and loss, and under and subject to the
... terms, conditions, provisoes, limitations, restrictions, and agree-
... respects, as are within declared, expressed, or mentioned relative
... the joint trade agreed to be carried on in copartnership by
... written indenture, any thing therein contained or implied to the
... thereof in anywise notwithstanding: And also, that they the said
... and each of them shall and will at any time, and from time to time
... hereafter, at the request in writing of the other of them, make, do, and exe-
... at their joint expence, all such further or other acts, deeds, covenants,
... declarations, and agreements, as by counsel in the law shall be
... necessary or expedient for carrying these presents, and the agree-
... hereby entered into, into complete effect, agreeably to the true intent
... and meaning hereof, and of the within-written indenture. In witness, &c.

Sir,

I hereby require you to take notice, that it is my intention to retire from
and determine the copartnership now subsisting between us at Christmas
next, (being at the expiration of six calendar months from the date hereof) in
pursuance of the power contained in the deed or articles, bearing date the
day of ..., enabling me in that behalf to determine the said co-
partnership. And I hereby further require that you will, upon such dissolu-
tion of the said copartnership, execute to me such bond of indemnity as in
the said articles is mentioned against the debts of the said copartnership, a
draft of which bond will in due time be previously submitted to you for your
approbation, I being ready to execute any such assignment or assurance as
shall be requisite or proper on my part concerning the premises, dated this
day of ...
To (the copartner) of, &c.

The like where
the Partnership
is for an indefi-
nite Time.

I do hereby give you notice, that it is my intention to determine, and I do
hereby determine the copartnership subsisting between us in the trade or
business of ... on the ... day of ... next; and I do hereby require
you, on or before that day, to render a just, true, and particular account of
all the monies had and received by you for and on account of the said co-
partnership, and of all transactions relating thereto; and I do hereby give
you notice in the mean time not to draw, accept, or negotiate, or make or
cause to be made or executed, any bill of exchange, promissory note, bond, or
other security, for or on account of or in the name of the said copartnership,
or otherwise relating thereto, by means of which I might become liable to
make any payment whatsoever. Dated, &c.

Notice that a
Partnership will
expire at a future
Day, and that a
new Firm will
continue the
Trade. (2)

Notice is hereby given, that the partnership between (state the names
of the subsisting firm,) in the trade or business of ... carried on at
and elsewhere, will expire on the 10th day of October instant, and that
the said trade will be continued by (stating fully the names of the continuing
partners) under the firm of, &c.

(Signed by each member of the retiring firm.)

The partnership between A., B., and C., was dissolved on ——— day of ——— last, so far as relates to the said C. All debts due to the said late partnership are to be paid, and those due from the same discharged, at their house in ———, where the business will be continued by the said A. and B., and by D., under the firm of A., B., and Company.

A ———
B ———
C ———

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Notice of Dissolution of Partnership as to one of the Firm, and of new Firm. (1)

Notice is hereby given, That the partnership heretofore carried on by A. B. and C. D. ——— at their ——— in ———, has this day been dissolved by mutual consent, and in future the business will be carried on by the said A. B. on his separate account, who will pay and receive all debts due and owing to and from the said partnership in the regular course of trade, witness our hands this ——— day of ———

A. B.
C. D.

Notice of Dissolution, and that One of the Partners will continue the Trade.

Notice is hereby given, That the partnership lately subsisting between A. B. and C. D. of, &c. heretofore carrying on trade under the firm of B. and C., was on the ——— day of ——— last dissolved by mutual consent: All debts owing to the said partnership are to be received by the said A. B., and all persons to whom the said partnership stands indebted, are requested immediately to send in their respective accounts to the said A. B., in order that the same may be examined and paid: As witness our hands.

A. B.
C. D.

Notice of Dissolution, and who to pay, and requesting Accounts. (2)

The copartnership carried on for some time past at ——— by A. B. and C. D., under the firm of A. B. and Co., was this day dissolved by mutual consent. Mr. B. is empowered to settle all debts due to and by the company.

A. B.
C. D.

The like in another form.

The copartnership heretofore carried on at ——— by A. B. and C. D. as ——— under the firm of B. and C., was dissolved on the ——— day of ——— by mutual consent.

A. B.
C. D.

The like in another form.

Articles of agreement made and entered into this ——— day of ——— in the year of our Lord ——— between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas by a certain indenture, bearing date the ——— day of ——— which was in the year ———, and made between, &c., the said A. B. and C. D. agreed to become copartners together in the trade or business of ——— for a term of ——— years, to be computed from the ——— day of ——— then next ensuing; and the said joint trade has accordingly been carried on by the said parties in copartnership from the said ——— day of ——— up to the present time: And whereas several disputes and differences having at various times arisen between the said parties relative to the concerns of the said copartnership, they have agreed to dissolve and discontinue the same from the ——— day of ——— now next ensuing, upon the

Articles of Agreement for the Dissolution of a Copartnership between Two Persons at a future Time. Recital of Deed of Copartnership. Of differences.

(1) See Montefiore's Precedents, 371.

(2) Montefiore, 371.

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Witness Agree-
ment to dissolve
the Copartner-
ship on a given
Day.

Proper Deeds,
&c. to be pre-
pared.

Covenants, &c.
to be contained
in Deed.

Reference to
Arbitration.

Deed of Disso-
lution of a Co-
partnership be-
tween two
Persons where

terms and conditions herein-after mentioned. Now therefore, these presents witness, that each of them the said A. B. and C. D. doth hereby, for himself, his heirs, executors, and administrators, covenant, declare, and agree to and with the other of them, his executors, administrators, and assigns, in the manner following; (that is to say) that the said copartnership now subsisting between them the said A. B. and C. D., under or by virtue of the said in part recited indenture, or otherwise however, shall be dissolved and determined and be made utterly void and of no effect, upon and after the — day of — next ensuing the date of these presents, up to which time all accounts whatever relating to the said copartnership, shall be fully made up, balanced, and finally settled, by and between the said parties: And that on or before the said — day of — a proper deed or deeds of dissolution, and other instrument or instruments in writing, to be prepared or approved by some eminent conveyancer of the degree of a barrister, shall be executed by the said parties for the purpose of carrying these presents into effect: And it is further agreed, that in such deeds or instruments, or some or one of them, there shall be contained an assignment by the said (retiring copartner) of his share and interest in the stock in trade and effects of the said copartnership, together with a letter of attorney to authorize the said (continuing copartner) to receive the same, and use the name of the said (retiring copartner) for that purpose; and also covenants on the part of the said (retiring copartner) that he has not released nor incumbered his share of the said copartnership stock, and that he will assist the said (continuing copartner) in the recovery thereof; and that he will not use any means to obtain custom or business from the said (continuing copartner), nor carry on the trade or business of — for the space of — years within — miles from the place where the said joint trade is now carried on: And that he will enter into all necessary instruments, and other assurances for carrying the purposes aforesaid into effect: And also a covenant by the said (continuing copartner) that he will pay all debts and demands of or upon the said joint trade, and indemnify the said (retiring copartner) against the same, together with all such other covenants, provisoes, conditions, stipulations, declarations, and agreements as usually are or ought to be inserted in deeds or instruments of dissolution of copartnership between persons of the same or a similar trade or business: And it is hereby also agreed, that all costs, charges, and expences of preparing the said deeds or instruments, and other matters and things relating thereto, shall be borne and paid by the said parties hereto in equal proportions: And it is hereby further agreed and declared by and between the said parties hereto, that in case any doubt, difference of opinion, or question shall hereafter arise between them, with respect to the carrying these presents into effect, according to the true intent and meaning hereof, or relative to this present clause or agreement, the same shall be referred to and be decided by two counsel in the law of the degree of barrister, one to be named by each of the said parties hereto, and in case of difference between them, then by any third counsel to be by such two counsel so to be first named, or of such third counsel, or of any two of them, shall be binding and conclusive upon each of the parties hereto, and their respective executors and administrators, and by them respectively submitted to accordingly without further controversy, and which said reference shall be by mutual bonds, and such other reciprocal stipulations as are usual or proper in similar cases. In witness, &c.

This indenture, of two parts, made on, &c., between (the original or continuing copartner or copartners) of, &c., of the one part, and (the retiring copartner) of, &c., of the other part. Whereas by a certain indenture, bearing date the — day of —, which was in the year —, and made,

or expressed to be made, between, &c., they the said (copartners) mutually agreed to become copartners together in the trade or business of under the firm of for the term of years from the day of then next ensuing (if they the said parties should so long live), but determinable nevertheless at any time during the said term, upon either of the said parties giving six calendar months' notice in writing unto the other of them, of his desire to dissolve or discontinue the same (or as the case may be): And it was by the said indenture agreed, that upon such dissolution the accounts of the said copartnership should be settled and adjusted up to the day of the expiration of the said notice, in like manner as if the copartnership had expired by effluxion of time; and that the said estate and interest of the party giving such notice, of and in the messuages, dwelling house, and premises wherein the said trade should be then carried on, and also of and in the stock in trade and effects of the said copartnership, should be taken by and assigned to the other of the said parties, at a fair valuation and appraisement; and that all proper deeds, conveyances, acts, and things, should be made and done by and between the said parties, which should be requisite to carry such dissolution and assignment into effect: *And* whereas the said parties, in pursuance of the said in part recited [or within written] indenture, having carried on the said trade or business in copartnership together until the day of the date of these presents: *And* whereas it hath been mutually agreed by and between them (in pursuance of such notice as aforesaid being given by the said (retiring partner) to the said (continuing partner), or as the case may be), that the said copartnership shall be dissolved, and cease on the day of the date hereof; and that the said copartnership estate and effects shall be assigned to and henceforth become the property of the said (continuing partner): *And* whereas a valuation and appraisement, to the satisfaction of both the said parties, have been made, of the stock in trade, merchandize, debts, and effects of the said copartnership, at the sum of £ , which it hath been agreed shall be taken by the said (continuing partner), and paid for by him to the said (retiring partner), within the space of months from the date hereof, by equal quarterly payments or instalments of £ each, on the days or times following; (that is to say), the sum of £ , part thereof, on the day of ; the sum of £ , other part thereof, on the day of ; and the sum of £ , the remaining part thereof, on the day of , which will be in the year : *And* that the said instalments shall be secured by the promissory notes of hand of the said (continuing partner), payable to the said (retiring partner), or his order, at the times aforesaid, and also a warrant of attorney to confess judgment against him, for securing the punctual payment of the said notes; but that no judgment shall be entered up thereon until default shall be made in payment of some or one of the said notes. *And* in pursuance of the said agreement, the said (continuing partner) hath this day given unto the said (retiring partner) his several promissory notes of hand, bearing even date respectively with these presents, for payment of the said instalments at the respective times herein-before mentioned for the payment thereof, and hath also this day given and executed a certain deed poll, or warrant of attorney, bearing even date with these presents, authorizing and , two attornies of his majesty's court of king's bench at Westminster, jointly and severally, or any other attornies or attorney of the same court, to confess a judgment in an action to be brought against him by the said (retiring partner) in the said court of king's bench, for the sum of £ , as upon debt for money lent, and costs of suit, and upon which said warrant of attorney is written a defeazance that, &c., as by the said promissory notes and warrant of attorney, reference being thereunto had, will more fully appear; and the said (retiring partner) hath moreover, by indenture of even date also herewith, and made, or ex-

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one of the Parties is to continue to carry on the Trade.

Recital of Deed of Copartnership.

Of Trade having been carried on in Copartnership. Agreement of Parties to dissolve the Copartnership.

Of Valuation being made of Copartnership Stock.

Stock to be taken by continuing Partner, and paid for by Instalments;

and secured by Notes of Hand and Warrant of Attorney.

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Witness that
Partnership shall
henceforth be
dissolved.

Mutual Releases
of Claims upon
each other.

Further witness,
retiring Party
assigns his Share
of the Stock, &c.

pressed to be made, between the same persons as are parties hereto, assigned over and assured unto him the said (continuing partner), the said messuage or tenement, buildings and premises, whereupon the said trade or business is now carried on : Now this indenture witnesseth, that in further pursuance of the aforesaid agreement, and in consideration of the premises, they the said (copartners) (as far as in them respectively lies) have, and each of them hath determined, put an end to, and dissolved, and by these presents do, and each of them doth determine, put an end to, and dissolve the copartnership now or heretofore subsisting between them, in the trade or business of , under the firm of , upon and from the day of the date and execution of these presents, thenceforth for ever, and do severally agree and declare, that the same shall accordingly henceforth wholly and absolutely cease and determine ; and that every clause, article, matter, and thing in the said in part recited indenture contained, relative to the said copartnership and joint trade, shall, at all times hereafter, be and be considered null and void, to all intents and purposes whatsoever : And it is hereby also agreed and declared, that notice of the said dissolution shall, or lawfully may be forthwith inserted in the London Gazette, or otherwise promulgated and made known, as either of the said parties shall think fit : And each of them the said (copartners), for himself, his heirs, executors, and administrators, doth hereby remise, release, and for ever quit claim unto and discharge the other of them, his heirs, executors, and administrators, of and from all and all manner of actions, cause and causes of actions, suits, controversies, accounts, reckonings, debts, sums of money, claims, and demands whatsoever, both at law and in equity, which he and each of them the said party and parties, his heirs, executors, and administrators, now hath, or shall or may, or without these presents might have, claim, or demand, or be in anywise entitled to, from or against the other of them, his heirs, executors, or administrators, by reason or in consequence of the said copartnership so hereby dissolved, or any clause, covenant, agreement, matter, or thing whatsoever, in the said in part recited [or written] indenture contained, touching or in anywise relating to the same ; save only and except, and without prejudice to the herein-before in part recited promissory notes and warrant of attorney so given by the said (continuing partner), for securing the payment of the said sum of £ to the said (retiring partner), and save and except as to and respecting all or any remedies, means, or proceedings to be had upon or by virtue of the same respectively, and as to and respecting all or any of the covenants and agreements in these presents contained, by either of the parties to be observed or performed, and to any means or remedies at law or in equity to be taken or pursued for enforcing the due execution and performance thereof, or of any of them, or for recovering damages for or on account of any breach or default concerning the same respectively. And this indenture further witnesseth, that in pursuance of the said agreement, and for and in consideration of the sum of £ to be paid to the said (retiring partner) by the said (continuing partner), at the times and in the manner herein-before expressed [and also for and in consideration of the further sum of five shillings of lawful money of England, to him also paid by the said (continuing partner) at the time of the sealing and delivery of these presents (the receipt whereof is hereby acknowledged)], he the said (retiring party) [hath granted, bargained, sold, assigned, transferred, and set over, and remised and released, and by these presents] doth grant, bargain, sell, assign, transfer, and set over, and remise and release unto the said (continuing partner), his executors, administrators, and assigns, all that the moiety or half-part (or as the case may be), or other the share and proportion of him the said (retiring partner), of and in all and singular the joint stock in trade, goods, wares, merchandizes, implements, utensils, estate, and effects whatsoever, of, in, or belonging to the said late and hereby

dissolved partnership and joint trade, or to the said parties hereto in respect thereof, and also all and every the debt and debts, and sum and sums of money whatsoever due and owing or belonging to the joint stock in trade or copartnership, or to the said parties, or either of them, on account thereof, with all powers, remedies, and lawful means of recovering the same, and all the estate, right, title, interest, trust, property, possession, benefit, claim, and demand whatsoever, both at law and in equity, of him the said (retiring partner) of, in, and to or concerning the said hereby assigned premises, and every or any part thereof, and of, in, and to all and singular the books of accounts, bills, notes, securities, and other papers, evidences, and writings whatsoever relating to the same, or any of them, or to the said joint trade; to have and to hold the said moiety, half-part, or share, and all and singular other the premises hereby assigned, or expressed or intended so to be, and all powers, remedies, and means incident thereto, and the full benefit and advantage thereof, unto and by the said (continuing partner), his executors, administrators, and assigns, to and for his and their own proper use and benefit, absolutely and for ever: *And* in order the better to enable the said (continuing partner), his executors, administrators, and assigns, to receive and get in the said copartnership estate, debts, and effects, he the said (retiring partner) [hath made, constituted, and appointed, and by these presents] doth make, constitute, and appoint the said (continuing partner), his executors, administrators, and assigns, his true and lawful attorney and attornies, irrevocably; and doth give and grant unto him and them full power and authority, at his and their own costs and charges, in the name of himself solely and alone, or jointly with the name of him the said (retiring partner), or otherwise, as the said (continuing partner), his executors, administrators, and assigns, shall be advised or think proper, and to and for the only proper use and benefit of him the said (continuing partner), his executors, administrators, or assigns, to ask, demand, sue for, recover, receive, possess, and enjoy all and singular the estate and effects, of what nature or kind soever and wheresoever, of or in anywise belonging to the said copartnership, and to give receipts and other sufficient discharges for the same, and for that purpose the said (retiring partner) doth hereby give, delegate, and grant unto him the said (continuing partner) full and sufficient power and authority to state and settle all accounts, reckonings, and other matters and things relative to the said joint trade, with all and every or any person or persons whomsoever, and to compound for or release all or any of the debts or demands of or belonging thereto, and to sign certificates of bankrupts, and otherwise to act in the premises, in all things, as he or they shall think proper; and one or more attorney or attornies under him or them for the purposes aforesaid, or any of them, from time to time to make, depute, and appoint at pleasure, and generally to use, take, and prosecute any and every lawful or equitable method or expedient whatsoever for recovering and receiving the said copartnership estate, debts, and effects, or any part thereof, and for applying and disposing of the same to and for his and their own use and benefit, in as full, ample, and beneficial a manner, to all intents and purposes, as they the said (copartners), or either of them, might or could do, or have done, in case the said copartnership had not been dissolved, and these presents had not been made or executed. *And* the said (retiring partner) for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree with and to the said (continuing partner), his executors, administrators, and assigns, in manner following; (that is to say), that he the said (retiring partner) hath not at any time heretofore received or released, or sold, assigned, or disposed of, or charged or incumbered his share or interest in the said copartnership estate or effects, otherwise than he hath particularly made known and accounted for to the said

To hold to the continuing Party absolutely.

Letter of Attorney to receive the Debts, &c.

Covenant by retiring Partner, that he has not disposed of his Share;

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nor incumbered
the Copartner-
ship Stock;

nor will release
or incumber the
same.

And execute
further As-
surance.

And permit his
Name to be used.

Retiring Party
will not solicit
Custom, nor set
up same Trade.

Continuing
Partner will pay

(continuing partner): Nor hath he the said (retiring partner) contracted any private debt or debts in the joint names of them the said (copartners), or otherwise made the said joint trade liable to the payment of any sum or sums of money whatsoever, otherwise than in the usual course of trade, or with and by the privity and consent of the said (continuing partner), or done, or knowingly suffered to be done, any other act, matter, or thing whatsoever, whereby or by means whereof the joint stock of the said copartnership, or the monies, goods, debts, or effects belonging to the same, can or may at any time hereafter be seized, attached, extended, taken in execution, incumbered, or prejudicially affected in any manner whatsoever: And further, that he the said (retiring partner), his executors or administrators, or any of them, shall not nor will, at any time or times hereafter, receive, release, acquit, or discharge any of the stock, goods, deeds, or effects, owing or belonging to the said late and hereby dissolved copartnership, or to them the said parties hereto or either of them in respect thereof, nor release any actions or suits which shall be instituted or commenced for or on account of the same, or any of them, or any part thereof, nor do nor cause to be done, nor be party or privy to, nor willingly suffer any act, deed, matter, or thing whatsoever, whereby or by reason whereof the said (continuing party), his executors, administrators, or assigns, shall or may be prevented or hindered from receiving or recovering the same, or any of them, without the special licence and consent of him the said (continuing party), his executors, administrators, or assigns, in writing, first had for that purpose: And that he the said (retiring party), his executors and administrators, shall and will, from time to time, and at all times hereafter, at the request, costs and charges in the law of the said (continuing partner), his executors, administrators, or assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, assignments, conveyances, assurances, matters, and things whatsoever, as well for the further or better and more perfectly or satisfactorily assigning and assuring the part or share, and premises hereby assigned, or expressed or intended so to be, unto the said (continuing partner), his executors, administrators, and assigns, as also for the better enabling him and them to recover, receive, possess and enjoy the same: And shall and will, from time to time, and at all times hereafter, permit and suffer his and their name or names to be made use of, with the name of him the said (continuing partner), in all actions, suits, or other proceedings which shall or may be commenced or prosecuted for that purpose, according to the true intent and meaning of these presents, as by him the said (continuing partner), his executors, administrators, or assigns, or his or their counsel in the law of the degree of a barrister, shall be reasonably advised and required: And moreover, that he the said (retiring partner) shall not nor will, at any time or times hereafter, within or during the term of years, to commence and be computed from the day of the date of these presents, either for or on his own account, or for or on account of any other person or persons whomsoever, either directly or indirectly serve, or solicit to serve, any person or persons whomsoever, who now is or are, or within the space or period of three calendar months next heretofore has or have been a customer or customers of the said parties hereto, as copartners as aforesaid, with any articles, merchandize, goods, or commodities whatsoever, which they the said parties now do or have been hitherto used and accustomed to vend, deal, or traffic in, nor shall nor will set up, carry on, or execute, either by himself or in his own name, or by or in the name of any other person or persons, the trade of , or any branch thereof, within the distance of miles from aforesaid. And the said (continuing partner) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and

agree with, and to the said (retiring partner), his executors and administrators, that he the said (continuing partner), his executors, administrators, and assigns, shall and will well and truly pay and satisfy, or cause to be paid and satisfied, all and every the debt and debts, sum and sums of money, dues, claims, and lawful demands whatsoever, which now is or are, or which shall or may hereafter be or become due or owing by, from, or upon the said hereby dissolved partnership, or the stock and effects thereof, or the said parties hereto, or either of them, on account of the same, and shall and will, from time to time, and at all times for ever hereafter, well and sufficiently save, defend, keep harmless and indemnified, the said (retiring partner), his heirs, executors, and administrators, and his and their and every of their lands, tenements, goods, and chattels, and of and from the same debts, dues, sum and sums of money, claims, and demands, and every of them, and all and all manner of actions, cause and causes of action, suits, and other proceedings, costs, charges, damages, and expences whatsoever, for or in respect thereof, or for or by reason of the said (continuing partner), his executors or administrators, making use of the name of the said (retiring partner) in any such suit, action, or proceeding, or by reason or means of his being made defendant in any action, suit, or proceeding relative to the debts or demands of or upon, or for or by reason or means of any other cause, matter, or thing relative to the said copartnership: *And also*, that he the said (continuing partner) shall and will well and truly pay, or cause to be paid, unto the said (retiring partner), his executors, administrators, and assigns, the said sum of £ , for which the said notes of hand of him the said (continuing partner) were or have been given as aforesaid, at the times and in the manner herein-before and in the said notes of hand respectively appointed or mentioned for payment of the same: *And further*, that he the said (continuing partner), his executors, administrators, and assigns, shall and will, from time to time, and at all times hereafter, at the reasonable request, and at the costs and charges of the said (retiring partner), his executors, administrators, and assigns, produce and shew forth unto him or them, or to any person or persons by him or them lawfully authorized in that behalf, and also permit and suffer him and them, at the office or counting-house of the said (continuing partner), to take copies or abstracts of all, every, or any receipts, acquittances, discharges, documents, and evidences of any payment made for or in respect of debts or sums now due from the said copartnership, for the purpose of manifesting and authenticating the payment of the same. In witness, &c.

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Debts, and indemnify.

And Instalments when due.

And produce Receipts.

This indenture, &c. between J. M. of, &c. of the one part, and J. W. and L. W. of, &c. of the other part, witnesseth, that whereas the said J. M., J. W., and L. W., together with one A. B., have heretofore dealt together as copartners in the trade of merchants, as well in England as in Leghorn, and other parts beyond the seas, and by their trading together, many goods, wares, and debts are becoming due and owing unto them, wherein every one of them hath an interest, according to their agreement made between them; and likewise they the said parties are become indebted to divers other persons, in divers sums of money, concerning their traffic aforesaid: And whereas the said J. M., upon good considerations him thereunto moving, and also for and in consideration of the sum of £ — of lawful, &c. to him in hand well and truly paid at or before the sealing and delivery hereof by the above-named J. W. and L. W., the receipt whereof he the said J. M. doth hereby acknowledge, and of and from every part and parcel thereof doth acquit, release,

Another Form of Deed of Dissolution; a Relinquishment of Interest in a Copartnership. (1)

(1) See Montefiore, 282.

Vol. III. Ch. IV. and for ever discharge the said J.W. and L.W., their executors and administrators, and every of them, doth by these presents consent and agree to sever himself from the trading and dealing together with the said J.W., L.W., and A. B. : And also doth, by these presents, for the considerations aforesaid, grant, assign, and set over unto the said J.W. and L.W., all such right, title, property, and interest whatsoever, which he the said J.M. hath, should, or ought to have, of, in, and to all and singular such goods, wares, merchandizes, and debts, as are mentioned and expressed in and by the balance of an account subscribed with the hand of the said J.M., bearing date the — day of — now last past, and delivered to the said J.W. and L.W. : And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said J.W. and L.W., and each of them, their executors and administrators, by these presents, in manner and form following ; that is to say, that the said account, according to the tenor of the aforesaid balance, is just and true, and that he the said J.M., at any time heretofore, hath not received, released, or discharged, and that he the said J.M., his heirs, executors, or administrators, at any time hereafter, shall not receive, release, acquit, or discharge, any of the goods or debts mentioned in the said account, nor any part thereof, nor do any act, matter, or thing, to prevent or hinder the said J.W. and L.W., or either of them, of or in the recovering, receiving, or enjoying the same, or any of them, or any part thereof, without the consent of the said J.W. and L.W., their executors and assigns, in writing, in that behalf first had and obtained ; but shall and will permit and suffer the said J.W. and L.W., their executors or administrators, to have, take, recover, receive, and enjoy, to their own proper use, the same goods and debts, and every of them, and every part thereof, without any account to be yielded or made for the same, or any part thereof, to the said J.M., his executors or administrators : And that the said J.M. shall and will (if need require), upon seasonable request made by the said J.W. and L.W., or either of them, their executors or administrators, use his best and utmost endeavours, and assist them in the recovery, receiving, and obtaining of the said goods and debts, at the costs and charges of the said J.W. and L.W., their executors, administrators, or assigns. And the said J.W. and L.W. do jointly and severally, and for their joint and several executors, &c. do covenant, promise, and grant to and with the said J.M., his executors and administrators, by these presents, that they the said J.W. and L.W., their heirs, executors, and administrators, shall and will, at all times hereafter, pay and satisfy all the creditors to whom the said J.M. standeth in any manner charged or indebted for and concerning any, as well the affairs and dealings mentioned and contained in the said account, as well owing in England as in Leghorn, or any parts beyond the seas, and of and for the same, and every of them, as also for such parts and portions as do appertain to the said A. B., and likewise of and from all accounts, actions, suits, and demands concerning the said A. B., in the accounts and affairs aforesaid, shall and will, at the times hereafter, save and keep harmless the said J.M., his heirs, executors, and administrators, and every of them, by these presents. In witness, &c.

**Another Form
of Separation by
Deed. (1).**

This indenture, made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said parties to these presents have been of late copartners together in the trade of, &c., and by reason of their said joint trade and dealings, divers debts have become and are due and owing unto the said A. B. and C. D., for divers goods, wares, merchandizes,

&c.; and also, that the said A. B. and C. D. are and stand engaged for Vol. III. Ch. IV.
 divers sums of money: And whereas also the said parties, for divers good
 reasons them moving, have concluded and agreed to put an end to their joint
 trade and copartnership; and the said A. B. is contented and has agreed, for
 the consideration herein-after mentioned, to assign unto the said C. D. all
 the debts and sums of money which are due and owing unto them the said
 A. B. and C. D. jointly; and the said C. D. hath likewise agreed and under-
 taken to discharge and pay all debts and sums of money which they the said
 A. B. and C. D. do jointly owe to any person or persons, for or by reason of
 their said joint trade or copartnership: Now this indenture witnesseth, that
 the said A. B., for the consideration hereafter in these presents mentioned,
 doth grant, assign, and set over unto the said C. D., his executors, admini-
 strators, and assigns, all and singular such debts and sums of money as are
 owing unto him the said A. B., severally or jointly with the said C. D., for
 or concerning their joint trade aforesaid, and all his right, title, interest, pro-
 perty, claim, and demand whatsoever in or to the said debts, or any of them,
 and also all and singular bills, bonds, specialties, and writings whatsoever, for
 and concerning the said debts, and the late copartnership between them;
 all which said debts are mentioned and expressed in a certain schedule here-
 unto annexed; to have, hold, and enjoy all and every the said debts, special-
 ties, and writings, unto the said C. D., his executors, administrators, and
 assigns, to his and their proper use and behoof, without any manner of
 account therefor to be given to him the said A. B., his executors, admini-
 strators, or assigns. And the said A. B. doth by these presents give and
 grant unto the said C. D., his executors, administrators, and assigns, full
 power and authority to ask, levy, recover, and receive, in the name of the
 said A. B., by all such lawful ways and means as shall be thought requisite
 by the said C. D., his executors, administrators, or assigns, all and singular
 the said debts and sums of money expressed in the said schedule, for and
 to the only use and behoof of the said C. D., his executors, administrators,
 and assigns, without any account to be made, had, or given for the same, or
 any part thereof: And further, that if the said A. B., or his assigns, or any
 person or persons by virtue of any power or authority derived from him or
 them, have at any time heretofore received, released, or discharged any of
 the said debts or sums of money mentioned in the schedule (other than such
 sums of money as have been released by the consent of the said C. D.), that
 then, upon notice given by the said C. D., his executors, administrators, or
 assigns, to the said A. B., his, &c., he the said A. B., his executors or admi-
 nistrators, shall, within — days next after such notice given to the said
 A. B., or his executors, administrators, or assigns, satisfy and recompense
 the said C. D., or his executors, administrators, and assigns, for the same,
 without fraud or covin: And that he the said A. B., his executors or admini-
 strators, shall not, at any time or times hereafter, willingly do or suffer any act
 or thing to hinder, let, or disturb him the said C. D., his executors, admini-
 strators, or assigns, in the recovery, getting in, or obtaining the said debts,
 or any of them: And moreover, that he the said A. B., his executors or ad-
 ministrators, shall, upon reasonable request to him or them made by the said
 C. D., his executors, administrators, or assigns, make, seal, and deliver to him
 or them such other sufficient letter or letters of attorney, for the recovery
 and getting of the said debts and sums of money, as by the said C. D., his
 executors, administrators, or assigns, or his or their counsel learned in the
 law, shall be reasonably devised, advised, or required; in consideration
 whereof the said C. D., for himself, his executors and administrators, doth
 covenant, promise, and grant to and with the said A. B., his executors and
 administrators, in manner and form following; that is to say, that he the
 said C. D., his executors or administrators, shall and will, at or before the
 — day of —, procure and obtain to and for the said A. B., his executors

Vol. III. Ch. IV. of Great Britain, between us, which is to be laid out and invested in the purchase of a cargo of goods and merchandizes as shall be approved by us, or the major part of us, to be sent to B. in the island of N., in such ship or vessel as we, or the major part of us, agree to charter for that purpose; and that the said cargo shall be there sold and disposed of by S. P., who, we also agree, shall be and go supercargo thereof; and that the produce arising therefrom, to be laid out in the purchase of such goods, wares, and merchandizes as the said supercargo shall approve of, shall be brought to London in the said ship or vessel: Now we the said several subscribers do hereby severally and respectively, not one for the other, nor for the others, act, promise, and agree to and with the other and others of us, our executors and administrators, that each of us shall and will be concerned and answerable for profit and loss of and in the said cargo, according to our respective parts thereof hereunder subscribed, and that each of us will pay our several proportionate parts of the costs thereof, according to our respective parts subscribed as aforesaid. In witness whereof, we have hereunto set our hands this ——— day of ——— A. D. ———.

Agreement for investing a Sum of Money to be laid out in the Purchase of Produce in the West Indies, and each Party to have an equal Share of the Profits. (1)

Whereas A. B., master of the ship or vessel called the Justina, of the burthen of 300 tons, or thereabouts, whereof C. D. of, &c., and E. F. of, &c., are part owners, is bound out, in and with the said ship, on a voyage to St. Thomas's, and back again to the port of London: And whereas the said A. B., C. D., and E. F., have agreed to make up together a stock of £12,000 sterling, to be laid out and invested by him the said A. B., as herein is after mentioned, in goods, wares, and merchandizes, for the equal benefit of all the said parties; for which purpose the said C. D. and E. F. have each of them paid into the hands of the said A. B. the sum of £8000, the receipt whereof the said A. B. doth hereby acknowledge: Now therefore it is agreed between all the said parties, and the said A. B. doth hereby covenant, promise, and agree to and with the said C. D. and E. F., their executors, administrators, and assigns, jointly and severally, that he the said A. B. shall and will add and make up £4000 of his own money to the said £8000 paid him by the said C. D. and E. F.; and that he the said A. B. shall and will, upon the said ship's arrival at St. Thomas's, lay out and invest the same in goods, wares, and merchandizes, to the most profit and advantage of all them the said parties that he can, according to the best of his judgment, and with respect to the orders and directions of the said C. D. and E. F., in and touching the same, and shall and will bring home the effects and produce thereof in and with the said ship (the casualties of the seas excepted), and upon the arrival of the said ship at London, or any other port in England, or sooner, if opportunity shall serve, shall and will immediately send the invoice of the produce of the said £12,000 to the said C. D. and E. F., their executors or assigns, or some of them, at London, and will also make a just and true account to them, or some of them, of all the produce of the said £12,000. And it is agreed between all the said parties, that all the produce and effects of the said £12,000 shall be sold and disposed of at London, with all convenient speed after the arrival thereof, for the equal advantage of all the said parties; and that each of them shall have and receive one full third part of the net proceed thereof; and that no benefit of survivorship shall come unto or be claimed by any of the said parties, of, in, or to the said £12,000, or the proceeds thereof, by the death of either or any of them. In witness, &c.

Whereas by indenture of three parts, bearing even date with the above-written obligation, and made, or mentioned to be made, between A. G. of, &c., one of the sons of the above-bounden H. G., of the first part, the said J. S. of the second part, and the said E. F. of the third part, the said A. G. and J. S. and E. F. did thereby agree to be copartners in the trade or business of ———, and in the buying of ——— and other things belonging to the said business, from the ——— day of ———, for the term of ——— years from thence next ensuing, determinable as therein is mentioned; the said business to be conducted at ———, under the names and firm of A. G. and company; and that they the said J. S. and E. F., their executors or administrators, should from time to time, as the same should be necessary, for that purpose, pay and advance, in equal proportions, so much money as would be sufficient to carry on the said business with proper vigour and effect, not exceeding the sum of £——, unless two of the said parties should be desirous to increase the same, and in that case not to exceed, without the consent of all the said parties, the sum of £——; and that the partnership should be managed and carried on under the said terms, provisoes, covenants, and agreements therein contained and declared concerning the same, as in and by the said in part recited indenture, reference being thereunto had, may more fully appear: And whereas the said H. G., out of love and affection for his son the said A. G., previous to the execution of the above-mentioned indenture, agreed with the said J. S. and E. F. to enter into and execute this present bond: Now the condition of the above-written obligation is such, that if the said A. G. shall and do well and faithfully observe, perform, fulfil, and keep all and every the terms, provisoes, covenants, and agreements in the said indenture contained, and agreed, and to be by him performed and done; and if he the said H. G., his heirs, executors, and administrators, shall and do, from time to time, and at all times hereafter, save, defend, keep harmless and indemnified, the said J. S. and E. F., and their respective heirs, executors, and administrators, of and from all losses, costs, and charges and expences which they or any of them shall or may incur, sustain, or be put unto, for or by reason or means, or on account of the non-performance of all or any of the terms, provisoes, covenants, and agreements in the said indenture contained, and agreed to be by him the said A. G. performed and done, so and in such manner that he the said H. G. shall or may be answerable to the said J. S. and E. F., and their respective executors and administrators, for such losses, costs, charges, and expences, in such and the same degree as if he the said H. G. had been a party to the said indenture, and had been thereby constituted a partner in the said joint business in the place and stead of the said A. G., and had entered into the covenants and engagements therein contained on the part of the said A. G., and no further: Then the above-written obligation to be void. Otherwise, &c.

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Bond from the Father of a Gentleman in Partnership with two others, as a Security to them for the due Performance of the Articles of Partnership on the Part of his said Son. (1)

This indenture, made, &c. between A. of, &c. of the one part, and B. of, &c. of the other part, [recite deed of copartnership]: And whereas the said B. at the request of the said A. hath advanced to the said A. the sum of £——, in order to enable the said A. to make up the amount of his share of and in the capital of the said concern, and has also agreed to continue the said sum of £—— in the hands of the said A. during the continuance of the said copartnership between him and the said Z., without requiring any interest for the same: And whereas the said A. hath agreed to enter into the covenants hereinafter contained for payment of such yearly sums as are

Agreement by a Partner with another Person to pay him, his Wife, and Daughter, certain Proportions of his Share of the Profits of the Business, in consideration of the Loan of a Sum of Money to be put into the Business. (2)

(1) See Montefiore, 143.

(2) See a form, 2 Burr. Rep. 391.

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Test.

Covenant to pay
B. 2-3ds of
A.'s Share of
Profits.

On B.'s Death,
Payment to be
made to C.'s
Wife.

On Death of
both B. and C.,
then to D.

A.'s Share to be
estimated, after
deducting the
annual Sum of
£— for his
current Ex-
pences.

Covenant from
B., not to call in
the Loan.

An Agreement
to continue a
Copartner-
ship. (1)

hereinafter mentioned for the benefit of the said B., and of C. his wife, and of D. his daughter: *Now* this indenture witnesseth, that in pursuance of the said agreement, and in consideration of the said B. having retired from and relinquished the said trade or business of — unto and in favour of him the said A., and for the purposes of enabling him the said A. to enter into partnership with the said Z., having made to him the said A. such advance as hereinbefore is mentioned; *and* in consideration of all and singular the premises; *he* the said A. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said B., his executors and administrators, in manner following; (i. e.) that he the said A. shall and will from time to time, and at all times during the continuance of the said copartnership between the said A. and Z., or during such part of the said copartnership as the said B. shall happen to live, well and truly pay or cause to be paid unto the said B. or his assigns, such yearly sum of lawful English money as shall be equivalent to two full third parts of the shares or moiety of him the said A. of and in the clear gains and profits of, or to arise from the said copartnership trade or business to be carried on by the said A. and Z. as aforesaid, such yearly sum to be paid on the — day of — in each and every year, and the first yearly payment to be made on the — day of — now next ensuing, and a proportionable part of the said yearly sum for the time which at the decease of the said B., or the determination of the said copartnership, which shall first happen, shall have elapsed of the yearly payment then growing due, such proportionable part to be paid on demand: *And* in case the said B. shall die during the continuance of the said copartnership, and the said C. his wife shall be then living, he the said A. shall and will thenceforth from time to time, during the continuance of the said copartnership between the said A. and Z., or during such part thereof as the said C., the wife of the said B., shall happen to live, well and truly pay, &c. (the like covenant to pay to C.): *And* in case the said B. and C. his wife shall both happen to die, during the continuance of the said copartnership, then from and after the death of the survivor of them the said B. and C. his wife, the said A. shall and will thenceforth from time to time, during the continuance of the said copartnership, or during such time as the said D. shall live, well and truly pay, or cause to be paid, (the like covenants to pay to D.) *Provided* always, and it is hereby agreed and declared between and by all the parties hereto, that in calculating the clear gains and profits of the share of the said A. of and in the said copartnership trade or concern, for the purpose of ascertaining the amount of the said yearly sum payable for the time being under the covenants aforesaid, the said clear gains and profits of the said copartnership trade or concern shall be estimated exclusively of and after deducting the yearly sum of £—, which by virtue of and according to the said recited articles or deed of copartnership is to be deducted from the said clear gains and profits of the said copartnership business, and to be left in the said trade for the purpose of accumulation as aforesaid: *And*, lastly, the said B. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said A., his executors and administrators, that he the said B., his executors or administrators, shall not nor will, at any time during the continuance of the said copartnership, call in or compel payment of the said sum of £—, so lent by him to the said A. as aforesaid, and shall not nor will at any time require the payment of any interest upon or in respect of the same. In witness, &c.

This agreement, made, &c. between I. M. of, &c. of the one part, and S. W. of, &c. of the other part. Whereas the said I. M. and S. W. have for several

(1) See form, Montefiore, 276. As to this agreement, and its effect, see 3 vol. 245.

years last past been equally concerned together as partners or joint traders in the trade or business of ———, and in all profit and loss thereby. And whereas before the sealing hereof they have made up between them a full account and reckoning of and concerning the said trade, and goods and debts belonging and owing to and by them upon account thereof, containing all charges and profits and loss thereby, whereof each of them hath to the date hereof paid and received one equal moiety or half part. And upon making up the said account, there appears to be remaining as stock at the sealing hereof, in goods, wares, merchandizes, and debts owing on account of the said trade, the full sum or value of £——, which belongs to them jointly, and wherein they are equally concerned, out of which said stock are due and payable, on account of the said joint trade, several debts amounting to £——. And whereas the said parties intend to continue the said trade or business of ——— in the dwelling-house of the said I. M. in ——— for ——— years, with the said joint stock of, &c. and to be concerned therein equally as to profit and loss. Now these presents witness, that in consideration of the trust and confidence which the said parties have had and repose in each other, it is hereby declared, covenanted, and agreed by and between the said parties, for themselves, their executors, administrators, and assigns, that the said parties are, shall, and will become and continue partners and joint traders in the said trade or business of ———, upon a joint and equal account between them for profit and loss, for the said time or term of ——— years, to commence from the date hereof, if both the said parties shall so long live. And it is agreed, that all charges and losses, and all profits arising by and on account of the said joint trade or business, shall be equally paid, received, and borne by and between the said parties, share and share alike. And it is further covenanted, &c. that the parties shall be true to each other, and have not, shall not, nor will do or suffer any act, matter, or thing whatsoever, whereby or by means whereof any goods, monies, or things belonging to the said joint trade or business shall or may be extended, seized, or taken in execution; but that each of them shall and will defend the said joint stock and trade from their own private and separate debts, and all damages by reason thereof. And that at the end of the said term, &c. the said parties, their executors and administrators, shall and will make up a full and just account and reckoning between them, of and concerning the said joint trade and stock, and all goods, wares, merchandizes, monies, debts, and things, belonging and owing to and on account thereof, and all profit and loss thereby. And that upon making up the said account, all monies and debts owing on account of the said trade or business shall be had, received, enjoyed, and be divided by and between the said parties equally, share and share alike, and without any benefit of survivorship to be had or taken by or between the said parties in respect of their joint trade and business, in case of the decease of either of them before the expiration of the said term, any thing herein, or any law, custom, or usage to the contrary notwithstanding. In witness, &c.

Know all men by these presents, that whereas the within-mentioned copartnership between the within-named (copartners,) will by virtue of the within-written indenture, expire and determine on the ——— day of ——— next ensuing the date of these presents: And whereas the said parties have agreed to renew and continue the said copartnership for a further term of ——— years, to be computed from the said ——— day of ———: Now these presents witness, that in pursuance of the said agreement, the said (copartners) do hereby, for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, mutually and reciprocally covenant, promise, and agree with and to each other, and the executors and administrators of each other, in the manner following; (that is to

A Renewal or Continuance of Articles of Copartnership for a further Term by Indorsement. Witness the Parties agree to renew the Copartnership for a further Term.

Vol. III. Ch. IV. heretofore received, released, or discharged the debts herein-before assigned and released to the other of them, nor any of them, nor any part thereof, nor that either of them, his executors or administrators, will at any time hereafter receive, release, or discharge the debts by them respectively assigned to the other of them, or any part thereof, or any action, suit, or process for the recovery and receiving thereof, but at the request and with the consent in writing for that purpose under the hand and seal of the other of them, his executors and administrators: And that either of them, his executors or administrators, shall and will, at the request and charge of the other of them, his executors or administrators, do any further act for the better and more perfect assigning, releasing, and confirming the debts herein-before assigned by them respectively unto the other of them, his executors or administrators, and for enabling him and them to receive and recover the same to his and their own use and uses as aforesaid, as shall be reasonably required: And, lastly, that in case it shall appear to be proved that either of the said parties hath received any of the debts herein-before assigned to the other of them, or any part thereof, in such case, such of the said parties who shall so have received the same, his executors or administrators, shall and will pay and make good the full debts so by him received or discharged to the other of them, his executors or assigns, within one month after notice thereof to him or them to be made or given. In witness, &c.

An Agreement upon the Dissolution of a Partnership that the Debts owing shall be equally divided as they are got in. (1)

This indenture, made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said parties were late partners together in the business and trade of ———, which partnership by mutual consent is dissolved and determined, and the said parties have fully accounted together for and received their equal share of all stock and monies belonging thereunto, and have fully released each other except the sums hereunder mentioned: And whereas there is due and payable unto them the said parties from E. F. of New York, in the United States of America, merchant, the sum of £—— for goods sold and delivered, and also from G. H. of Leghorn, merchant, the sum of £——, also for goods sold and delivered: Now it is hereby agreed by and between the said parties to these presents, for themselves, their executors and administrators, that as well the said sums due and payable aforesaid, as also the sum of £—— standing out in debts, are due and payable on account of their said late joint trade between the said parties, and that they are each of them interested in one full and equal moiety thereof; and that as the said monies or any part thereof shall be received by the said A. B. or C. D., or either of them, the same shall be immediately paid and divided unto and between them the said parties equally, share and share alike; and that no benefit of survivorship shall be taken or claimed by either of the said parties, to all or any part of the said monies, in case either of them shall happen to die before the same shall be received, but that his part thereof so dying shall remain and go unto his executors or administrators. In witness, &c.

Deed of Covenant admitting a new Partner and surrendering the Business to him.
A.'s Business.

This indenture, &c. between A. of, &c. of the one part, and B. of, &c. of the other part. Whereas the said A. hath for several years past practised as an attorney and solicitor in London, and hath acquired a considerable business in his said profession: And whereas the said A. is desirous of retiring from his said profession, and hath agreed with the said B., in consideration of the sum of £——, to introduce him into his said practice; and in

(1) See Montefiore, 281.

Order to carry the intention of the said parties into effect, they have agreed to enter into the several covenants and agreements herein-after contained: And whereas, in part performance of the said recited agreement, the said B. hath previously to the execution of these presents paid unto the said A. the sum of £—— of lawful English money, which he the said B. doth hereby acknowledge and declare: Now this indenture witnesseth, that in further pursuance of the said recited agreement, and in order to carry the intention of the said parties hereto into effect, and in consideration of the sum of £—— so paid to the said A. by the said B. as aforesaid, and of the covenants herein-after contained by and on the part of the said B., he the said A. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree with, and to the said B., his executors and administrators, in manner following; (that is to say), that he the said A. shall and will use his best endeavours to induce all the clients of him the said A. to become, be, and remain the clients of him the said B., and so that he the said B. may have the whole benefit and advantage to be derived from transacting the business of such clients respectively; and also that he the said A. shall and will permit and suffer the said B. to practise as an attorney and solicitor under the style and firm of A. and B., for the space of —— years, to be computed from the —— day of —— last; and also, that he the said A., his executors or administrators, shall not nor will at any time or times hereafter claim any share or interest in the gains or profits to arise or be made from exercising or carrying on the aforesaid practice, during such time as the name of him the said A. shall be used in the said style or firm as aforesaid: And that the said B. shall be at liberty to carry on such business or practice independently of him the said A., and in as full, ample, and beneficial a manner to all intents and purposes, as if the name of him the said A. were not made use of in such business or practice: And that the said A. shall not nor will at any time or times hereafter practise as an attorney or solicitor, or as the agent of any attorney or solicitor, within the city of London, or within ten miles therefrom, except for the benefit of the said B., and with his consent in writing; nor shall not nor will at any time or times hereafter set up, make, or encourage any opposition to the business or practice of the said B., nor do or cause to be done any act, deed, matter, or thing whatsoever to the prejudice thereof: And this indenture further witnesseth, that in further pursuance of the said recited agreement, and in consideration of the premises, the said B. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said A., his executors and administrators, that he the said B., his heirs, executors, or administrators, shall and will from time to time, and at all times hereafter, well and effectually save, defend, keep harmless, and indemnified the said A., his heirs, executors, and his and their lands and tenements, goods and chattels, from and against all loss and responsibility whatsoever, in respect or on account of the name of the said A. being used or appearing in the said style or firm as aforesaid, and from and against all actions, suits, and other proceedings which can, shall, or may be brought, commenced, or prosecuted against him the said A., his heirs, executors, or administrators, by reason or on account of his name being so used or appearing in such style or firm: And it is hereby agreed and declared between and by the said parties hereto, that upon the expiration of the said term of —— years, to be computed from the —— day of —— last as aforesaid, the said B. shall cease to use the name of the said A. in carrying on the aforesaid business or practice; and that immediately after the expiration of the said term of —— years, a due and

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A. desirous of retiring.

Test.
Covenant by A.

To introduce B.

A. not to claim Profits.

A. not to interfere.

A. not to practise. (1)

B. to indemnify A.

Name of A. not to be used after —— years.

(1) *Burn v. Gray*, 4 East, 190. *Bozon v.* 5 T. R. 118. *Mitchell v. Reynolds*, 1 P. W. Farlow, 1 Meriv, 459. *Davis v. Mason*, 181. *Curtwell v. Lyc*, 17 Ves. 333.

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Debts and Pro-
fits up to — to
be paid and re-
ceived by A.Business may be
carried on until
— at the Of-
fice of A.Bond of refe-
rence between
Partners after
Dissolution. (1)

regular notice (if required by the said A.) shall be published in the London Gazette, that the partnership theretofore subsisting between the said A. and B. in the aforesaid business or practice hath been determined and dissolved, and that the said business will in future be carried on by the said B. alone; which said notice shall be so published at the expense of the said B.: And it is hereby further agreed and declared between and by the parties hereto, that all debts due from and owing to the said A., in respect of his aforesaid practice, up to and until the — day of —, last shall be paid and received respectively by him, his executors or administrators, on his own account, and that all the business which on and since the said — day of — last hath been done by the said parties, or either of them, in the aforesaid style or firm, shall be considered as done for the benefit and advantage of the said B.; and that he the said B. shall be answerable for all debts and expenses which on and since the said — day of — last have been contracted or incurred in or about the aforesaid business or practice: And it is hereby further agreed and declared between and by the parties hereto, that the said B. shall, until the 25th day of March now next ensuing, but no longer, be at liberty to carry on the said business or practice at the office in — aforesaid, where the said A. hath heretofore carried on his said business or practice as aforesaid, without paying any rent or taxes, or making any compensation for or in respect of the same: And it is hereby further agreed and declared between and by the said parties hereto, (clause of arbitration.) In witness, &c.

(After setting out the bond as usual, as ante .) Whereas the above-bounden J. H., T. K., and S. P., and the above-named G. W., E. W., and W. M., were some time ago concerned together in trade as ship owners and coal merchants: And whereas divers differences and disputes have arisen and are now depending between the above-bounden J. H., J. K., and S. P., and the above-named G. W., E. W., and W. M., with respect to such trade, and the accounts relative thereto: And whereas it hath been agreed by and between the above-bounden J. H., J. K., and S. P., and the above-named G. W., E. W., and W. M., that all accounts relative to the said trade, and all differences and disputes between the said parties with respect to the same, shall be referred to the award, arbitrament, and umpirage, final end and determination of B. K. and W. W., arbitrators indifferently named and appointed by and on the several parts and behalfs as well of the above-bounden J. W., J. K., and S. P., as of the above-named G. W., E. W., and W. M., to arbitrate, adjudge, and determine of and concerning all such accounts, and all claims, differences, and disputes with respect thereto: Now therefore the condition of the above-written obligation is such, that if the above-bounden J. H., J. K., and S. P., and each of them, their and each of their heirs, executors, and administrators, and every of them, do and shall on his and their respective parts and behalfs in all things well and truly stand to, obey, &c. and keep the award, &c. to be made by the said B. K. and W. W. of and concerning the said trade and dealings, and all accounts, differences, and disputes relative thereto, and of and concerning all action and actions, cause, and causes of action, suits, claims, damages, and demands whatsoever, now or at any time heretofore had, made, moved, brought, commenced, or depending by or between the said parties or any of them, or any other person or persons whomsoever claiming to be a creditor or creditors upon the said parties or any of them, with respect to all or any of the matters herein-before agreed to be referred, so as such award, &c. be made in

writing and ready to be delivered to such of the said parties as shall require Vol. III. Ch. IV.
the same, within one calendar month next ensuing the day of the date of _____
the above-written obligation ; then this obligation to be void, &c.

Whereas the above-named A. B., at the request and for the benefit and advantage of the above-bound C. D., hath consented, that for and during the term of _____ years from the day of the date hereof, he the said A. B. may use the name of him the said C. D. in and for carrying on the trade or business of _____, which he now exerciseth upon his own account, and for his own profit, and not for the account or any benefit or advantage of the said A. B., but only to preserve the said trade or business to himself, the said A. B. having wholly left off and discontinued the same, which the said A. B. hath permitted him to use for the said term, so that he the said A. B. may be indemnified against all damages for or by reason of the said trade or business, or his using his name thereon, and for carrying on the same as aforesaid, which the said C. D. doth hereby agree to indemnify him accordingly : Now therefore the condition, &c., that if the said C. D., his heirs, &c. do, &c., for or by reason of his the said C. D.'s using and exercising the said trade or business, and dealing therein in the name of the said A. B. as aforesaid, or of any matter or thing by reason thereof, or relating thereto, in any manner howsoever, then, &c.

Bond from one Partner to the other to indemnify him (on his leaving off his Trade) from any Damage on account of trading in his Name. (1)

An Assignment of Leasehold Premises from one Copartner to another, on the Expiration of Articles of Copartnership.

Variations where the Copartnership has been dissolved by mutual Agreement ;
Also where the Assignment is of a Moiety, or other Part only of the Premises. (2)

This indenture made the _____ day of _____, [(3) in the _____ year of the reign, &c., and] in the year of our Lord _____, between (the retiring copartner) of, &c. of the one part, and (the continuing copartner) of, &c. of the other part. Whereas by an indenture of demise of lease, bearing date the _____ day of _____, which was in the year _____, and made, or expressed to be made, between (the lessor), therein described, of the one part, and (the lessee), therein also described, of the other part, the said (lessor), for the considerations therein mentioned, demised all, &c., to hold the same, with the appurtenances, unto (4) the said (lessee), his executors, administrators, and assigns, from the _____ day of _____ then last past, for the term of _____ years, to be thence next ensuing, under and subject to the clear yearly rent of £_____, and to the several covenants, provisoes, and agreements therein contained, which, on the part of the said (lessee), his executors, administrators, and assigns, is and are thereby required to be paid, performed, or observed respectively : And whereas (5) by divers mesne assignments, and other acts in the law, and particularly by a certain indenture of assignment, of the _____ day of _____, which was in the year _____, and made, or expressed to be made, between A. B. therein described, of the one

Parties.

Recital of Lease.

Of Assignment of Lease to retiring Copartner.

(1) Montefiore, 163.

(2) Wilde's Sup. vol. i. 231.

(3) If brevity be particularly desired, the words within brackets may be omitted throughout the precedent. Brevity.

(4) If the lease were granted to the parties jointly, say, "unto the said (copartners), their executors, administrators, and assigns, from the _____ day of _____ last past, for the term of _____ years thence next ensuing, as tenants in common, under and subject," &c. as above. Lease granted to Copartners.

(5) If the lease were granted immediately to the parties, this recital is to be omitted. Lease to Copartners.

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Of Trade carried
on in Copart-
nership.Of Valuation
made.

Of Bond given.

Of Assignment
of Stock in
Trade by In-
denture of even
Date.Of Agreement
for assigning of
Premises.

Moiety, &c.

Partnership dis-
solved by Con-
sent.

part, and the said (retiring party), of the other part, the said messuage or tenement and premises comprised in the herein-before in part recited indenture of lease, of the — day of —, were assigned to (1), and are now vested in the said (retiring party), his executors, administrators, and assigns, for the residue of the said term of — years, subject to the rent, covenants, and agreements in the said indenture of lease contained, on the tenant, lessee, or assignee's part, to be paid, performed, and observed, for or in respect of the same premises [as in and by the said indenture of assignment, reference being thereunto had, will more fully appear]: And whereas under or by virtue of a certain indenture, bearing date the — day of —, the said (copartners) have carried on the trade or business of — in copartnership together (2), until the — day of — last past, when the same expired by effluxion of time: And whereas it was by the said articles of copartnership declared and agreed (amongst other things), that, at the expiration of the said copartnership, the said (continuing party) should take the dwelling-house and premises where the joint trade might then be carried on, and also the part or share of the said (retiring party) in the stock in trade, debts, and effects of the said copartnership, at such sum as the same should be valued at by two indifferent persons, to be chosen as therein mentioned, and which said sum it was agreed should be secured by the bond or obligation in writing of the said (continuing party), to be paid at the times and in the manner therein mentioned: And whereas the said messuage or tenement and premises comprised in the said in part recited indenture of lease (being the premises where the said copartnership trade was carried on at the time of the dissolution thereof), together with the stock in trade, have been valued, to the satisfaction of the said (retiring party), at the sum of £—; that is to say, the said messuage or tenement and premises at the sum of £—, and the said stock in trade at the sum of £—: And whereas the said (continuing party), in pursuance and performance of the agreement in the said in part recited indenture contained in that behalf, hath, by his bond or obligation in writing, bearing even date with these presents, become bounden unto the said (retiring party) for the payment of the said sum of £—, at the times and in the manner therein mentioned: And whereas by an indenture already prepared and engrossed, bearing or intended to bear even date herewith, and made or expressed to be made between the same persons as are parties hereto, the said (retiring party), in pursuance and performance of the agreement in the said in part recited indenture contained in that behalf, hath assigned over, or immediately upon the execution hereof will assign over, unto the said (continuing party), the part or share of him the said (retiring party) in the stock in trade and other the effects of the said copartnership; and in further pursuance of the said indenture hath agreed to assign to the said (continuing party) the said

(1) If the assignment were made to the copartners jointly, say, "were assigned to, and are now vested in the said (copartners), their executors, administrators, and assigns, for the residue of the said term of — years, subject to the rent and covenants in the said indenture of lease contained on the tenant's or assignee's part to be performed or observed, for or in respect of the same premises, and also as between them the said (copartners), their respective executors and administrators, to the covenants, provisions, articles, and agreements contained, implied, or referred to concerning the same in and by the therein and herein-after in part recited indenture or deed of copartnership.

(2) If the copartnership were dissolved by mutual consent, say, "And whereas under or by virtue of a certain indenture, bearing date the — day of —, the said (copartners) have carried on the trade or business of — in copartnership, until the day of the date of these presents: And whereas it hath been mutually agreed between them, that the said copartnership shall be dissolved and cease on the day of the date hereof: And whereas it was by the said recited articles of copartnership declared and agreed, that at the expiration or other sooner determination of the said copartnership, the said (continuing party) should take the dwelling-house," &c. as above.

messuage or tenement, in the manner herein-after expressed: Now this indenture witnesseth, that in pursuance of the said last-mentioned agreement, and in consideration of the said in part recited bond, so far as regards the said sum of £——, part of the said sum of £——, in the condition thereof mentioned [and also for and in consideration of the further sum of five shillings of lawful current money of England, to the said (retiring party) in hand well and truly paid by the said (continuing party), at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged)], he the said (retiring party) [bath granted, bargained, sold, assigned, transferred, and set over, and by these presents] doth grant, bargain, sell, assign, transfer, and set over unto the said (continuing party), his executors, administrators, and assigns, all (1) that the said messuage or tenement, piece or parcel of ground, and all and singular other the premises comprised in and expressed to be demised by the said herein-before in part recited indenture of lease of the —— day of —— [and so assigned and transferred unto the said (retiring party) by the said in part recited indenture of assignment of the —— day of ——], as herein-before is mentioned, with all and singular the rights, members, easements, privileges, advantages, and appurtenances to the same premises belonging, or therewith or with any part thereof now or usually occupied or enjoyed, together with the said herein-before in part recited indentures of lease and of assignment, and all mesne assignments and under-leases, if any thereof, and all benefit and advantage of the same respectively, and of all and every the covenants, clauses, provisoes, and agreements therein contained, which, on the part of the lessor or landlord, or any under-lessees or under-lessee of the said premises, are to be performed or observed, and all the estate, right, title, interest, term or number of years now to come and unexpired, property, claim, and demand whatsoever, both at law and in equity, or otherwise howsoever, of him the said (retiring party), of, in, to, or out of the same premises, and every part and parcel thereof, under or by virtue of the said indentures of lease and of assignment, or either of them howsoever; to have and to hold (2) the said messuage or tenement, piece or parcel of ground, and all and singular other the premises hereby assigned or mentioned or intended so to be, [and every part or parcel of the same, with their and every of their respective rights, members, privileges, easements, advantages, and appurtenances], unto the said (continuing party), his executors, administrators, and assigns, from henceforth, for and during all the residue or remainder of the said term or period of —— years, in and by the said in part recited indenture of lease granted, which is or may be yet to come and unexpired by efflux and computation of time, [and in such and the same or the like manner, and as beneficially, to all intents and purposes, as the said (retiring party) now holds or enjoys, or at or immediately before the sealing and delivery of these presents held or enjoyed the same]: Subject nevertheless to the payment of the yearly rent in and by the said in part recited indenture of lease reserved, or such part thereof as by the tenant or lessee of the same premises is or ought to be paid for or in respect thereof, from and after the —— day of —— now last past, and to the performance and observance of the covenants,

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Witness, that in consideration of Sum secured to be paid to the retiring Party,

the retiring Party assigns the Leasehold Premises:

To hold to the continuing Party for the Residue of the Term;

Subject to the Rent and Covenants contained in the Lease.

(1) If the lease or assignment were made to the copartners jointly, say, "all that undivided moiety or full half part (the whole into two equal parts being considered as divided), and all and singular other the part or share of him the said (retiring party), under or by virtue of the said indenture of copartnership, or otherwise howsoever, of and in all," &c. as above.

Moiety, &c.

(2) If the lease or assignment were made to the copartners jointly, say, "to have and to hold the said undivided moiety or full half part (the whole into two equal parts being considered as divided) of him the said (retiring party), of and in the said messuages or tenements," &c. as above.

Moiety, &c.

Vol. III. Ch. IV. provisos, and agreements therein contained, which, on his or their part or behalf are or ought to be observed or performed, from and after the date of these presents. (Add covenants by the retiring party that the lease is valid for quiet enjoyment and further assurance, and by the continuing party to pay rent and indemnify assignor (1).) In witness, &c.

Bond for Performance of Covenants and Indemnity on Dissolution of Copartnership. (2)
Obligation.

Recital of Copartnership.

Of Deed of Dissolution.

Know all men, by these presents, that I [or we], (the obligor or obligors), of, &c., am [or are] holden and firmly bounden unto (the obligee) [or (obligees)], of, &c., in the penal sum of £—— of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, to be paid to the said (obligee), [or (obligees), or one of them, or their or] his executors, administrators, or assigns, or his or their lawful attorney or attornies, for which payment to be faithfully and truly made, I bind myself, my heirs, executors, and administrators [or we bind ourselves, and each of us jointly and severally, and our and each of our heirs, executors, and administrators, and every of them], firmly by these presents, sealed with my seal [or our respective seals]. Dated this —— day of —— in the —— year of the reign, &c., and in the year of our Lord ——.

Whereas the above-bounden (continuing party), and the above-named (retiring party), have for some time past been copartners together in the trade or business of ——: And whereas by an indenture bearing or intended to bear even date with the above-written obligation, and made or expressed to be made between the said (continuing party) of the one part, and the (retiring party), of the second part, it was agreed and declared, that the said copartnership should from thenceforth be dissolved and determined, and that the said (retiring party) should assign all his interest therein to the said (continuing party), which the said (retiring party) hath accordingly done, by indenture of even date with the said indenture last mentioned, and made or expressed to be made between the said (retiring party) of the one part, and (continuing party) of the other part; and upon the treaty for the said dissolution, it was further agreed, that the sum of £—— being part of the sum therein mentioned to have been brought into the said trade by the said (retiring party), in increase of the capital thereof, should be repaid to him by —— equal payments, on the —— day of ——, the —— day of ——, the —— day of ——, and the —— day of ——; together with the further sum of £——, as or for one-half part of the value of the stock in trade then belonging to the said copartnership, and also that the said (continuing party) should take upon himself the payment of all debts then owing from the said copartnership trade; and it was further agreed, that the said sums should be secured by —— several bills of exchange, to be accepted by the said (continuing party), in favour of and payable to the said (retiring party), or his order, at the times aforesaid, and also by the bond or obligation

Covenants to be inserted.

Covenant by retiring Party that he has not incumbered.

(1) If the premises were granted or assigned to the copartners jointly, these covenants must be omitted, and a covenant inserted on the part of the retiring party, that he has done no act to incumber; the form of which covenant will be as follows: "And the said (retiring party), for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree with and to the said (continuing party), his executors, administrators, and assigns, that he the said (retiring party) hath not at any time heretofore made, done, executed, or knowingly suffered or omitted any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said moiety or half part or share of him the said (retiring party), of and in the said messuages or tenements and premises hereby assigned, or mentioned or intended so to be, or any part or parcel thereof, or the residue now to come of the said term of —— years, are, is, can, shall, or may be impeached, charged, incumbered, or prejudicially affected in any manner howsoever."

(2) *Wilde's Sup.* 1st vol. 382.

in writing of the said (continuing party), together with a warrant of attorney to confess judgment thereon, for securing the punctual payment of the said notes when due, and the observance and performance of the several clauses and agreements of the said indenture of dissolution contained, on the part of the said (continuing party) to be observed and performed, but that no judgment should be entered up thereon until default should be made in payment of some or one of the said bills of exchange, or in the observance and performance of some of the said clauses and agreements; and the said bills of exchange have been accordingly given as the said (retiring party) doth hereby acknowledge: Now the condition of the above-written obligation is such, that if the above-bounden (continuing party), his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, all and every of the said several bills of exchange so accepted by him the said (continuing party), to or in favour of the said (retiring party), or his order, as aforesaid, as and when the same respectively shall, according to the law or custom of merchants, and allowed by the laws of this realm, become payable; and also do and shall well and effectually indemnify, protect, and save harmless the said (retiring party), his executors, administrators, and assigns, of and from all debts and sums of money, and other claims and demands whatsoever, which are now due or growing due from them the said (continuing party) and (retiring party), or either of them, or which shall or may at any time hereafter be or become due from him the said (continuing party), his executors or administrators, for or on account of the said copartnership or joint trade, and in all things well and truly observe, fulfil, perform, and keep all and singular the aforesaid, and other the covenants, conditions, clauses, stipulations, and agreements in the said herein-before in part recited indenture of dissolution contained, which, on the part and behalf of the said (continuing party), his heirs, executors, or administrators, are or ought to be observed, fulfilled, performed, and kept, according to the true intent and meaning of the same respectively; then, &c.; or else, &c.

Whereas J.W. of, &c., and W.J. late of, &c. deceased, in his lifetime were copartners in the trade or business of a merchant, during which term of their copartnership divers and several debts were made due to them as copartners, which as yet remain unsatisfied: And whereas a moiety thereof belongs to E. J. of, &c., late wife and administratrix of all and singular the goods, chattels, and debts which lately did belong and appertain unto the said W. J., her husband, deceased, by virtue of the administration aforesaid; and divers other debts were made since by the said J.W. and the said E. J., which do also remain unsatisfied, one part or share whereof belongs to the said E. J.: Now know all men, by these presents, that I the said E. J., for divers good causes and considerations me thereunto moving, have made, ordained, authorized, constituted, and appointed, and by, &c., the said J.W. to be my true and lawful attorney and assignee, in the name or names of the said W. J., deceased, or me the said E. J. and the said J.W., or in the name of us or any of us, as the case shall or may require, but to the only proper use, benefit, and behoof of my said attorney, his executors and assigns, to ask, demand, levy, sue for, recover, and receive all and singular such debts, sum and sums of money, as are or shall be due or anyways belonging to me the said E. J. by any person or persons whatsoever, for or in respect of the said copartnership between the said J.W. and W. J. deceased, or for or in respect of any other dealings between me the said E. J. and the said J.W., giving, and by these presents granting unto the said J.W. as full

A Letter of Attorney from an Administratrix of a Copartner to the surviving Partner, of all Debts due in Partnership. (1)

(1) See form, Montefiore, 349.

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power and lawful authority to act as aforesaid in and about the premises, as if I the said E. J. were personally present; and upon receipt, &c. &c.: And I the said E. J., for myself, my executors and administrators, do covenant, promise, and grant to and with the said J. W., his executors, administrators, and assigns, by these presents, in manner following; that is to say, that I the said E. J., my executors, administrators, or assigns, shall at no time hereafter revoke, make void, or disallow this present writing or letter of attorney, or the authority herein given, in part or in all, or any action, suit, plaint, plea, or process, which shall at any time or times hereafter be brought, sued, or prosecuted against any person or persons for the recovering and receiving of any of the said debts, monies, and premises, or of any part thereof as aforesaid, by virtue of the power hereby given: And lastly, that I the said E. J., my executors or administrators, shall not at any time or times hereafter compound, receive, release, or discharge any of the aforesaid debts, dues, sum and sums of money, or all and singular such share, part, and proportion of the same debts, monies, and premises, or any part thereof, without the consent or agreement of the said J. W., his executors, administrators, or assigns, first had and obtained, in writing under his and their hands and seals, for that purpose. In witness, &c.

Indenture of
Assignment
from Executors
of a deceased
Copartner's
Stock to the
surviving
Partners. (1)

This indenture made, &c. between A. B. of, &c. and C. D. of, &c. executors of the last will and testament of E. F. of, &c. deceased, of the one part, and G. H. of, &c., and I. K. of, &c., of the other part. Whereas the said E. F. in his lifetime, together with the said G. H. and I. K., were copartners and joint traders together in the trade or business of ———, which trade, by virtue of the death of the said E. F., is now vested in the said G. H. and I. K.: And whereas there is due and owing from the said G. H. and I. K., on account of their said late joint trade and stock thereof, to the estate of him the said E. F., at the time of his death, the sum of £—— of, &c., which, when paid, will be in full of all further claims and demands of them the said A. B. and C. D., as executors of the said E. F., upon or out of the said joint trade, or the stock thereof: Now this indenture witnesseth, that for and in consideration of the said sum of £—— of, &c. to them the said A. B. and C. D., or one of them, in hand well and truly paid by the said G. H. and I. K., at or before the sealing and delivering hereof (which sum is by the said A. B. and C. D. hereby agreed and declared to be in full satisfaction and discharge of all monies, stock, and other demands whatsoever due to them the said executors, or the estate of the said E. F., from them the said G. H. and I. K., or either of them, or from the said late joint stock of the said late copartnership, or otherwise howsoever on account thereof,) the receipt whereof they the said A. B. and C. D. do hereby respectively acknowledge, and thereof, and of every part or parcel thereof, do hereby severally and respectively acquit, exonerate, and for ever discharge, as well them the said G. H. and I. K., their executors and administrators respectively, as also the said joint stock of the said late copartnership; and for divers other good causes and considerations them thereunto moving, they the said A. B. and C. D. have, and each of them hath, and by these presents do, and each of them doth, freely, clearly, and absolutely bargain, sell, assign, transfer, and set over unto them the said G. H. and I. K., their executors, administrators, and assigns, all and every the part and parts, share or shares whatsoever belonging to him the said E. F. of and in all the goods, wares, merchandizes, debts, and all other the effects whatsoever mentioned and set forth in the total or balance of a rest book thereof, made, examined, and signed by them

the said A. B., C. D., G. H., and I. K., on the day of the date hereof; and also all other the stock and estate whatsoever now belonging to the estate late of him the said E. F., by virtue of his being a copartner with them the said G. H. and I. K. as aforesaid, and all the right, interest, property, benefit, advantage, claim, and demand whatsoever, both at law and in equity, of them the said A. B. and C. D., or either of them, of, in, to, or out of the said hereby assigned stock and premises, or any part and parcel thereof, by virtue of the indenture or articles made on the said copartnership, or of the last will and testament of the said E. F., or otherwise howsoever. And for the better and more effectually enabling them the said G. H. and I. K. to have and receive all and singular the said hereby assigned premises to and for their own use and benefit, they the said A. B. and C. D. have, and each of them hath, and by these presents do, and each of them (as far as in them lies) doth make, ordain, authorize, constitute, and appoint, and in their place and stead put them the said G. H. and I. K., their executors, administrators, and assigns, the true and lawful attorney or attornies, jointly and separately, irrevocably, of them the said A. B. and C. D., to ask, demand, sue for, recover, and receive, to and for their own proper use and benefit, all and singular the said hereby assigned debts and premises, of and from all and every person and persons whomsoever, who are or shall be liable to answer and pay the same; and in case of non-payment thereof, or of any part thereof, then at the charges of them the said G. H. and I. K., and in their own names, or in the names of them the said A. B. and C. D., or either of them, to bring any action or suit, either at law or in equity, for the recovery thereof, and the same to prosecute to effect; and upon receipt thereof, or of any part thereof, to give proper and sufficient discharge for the same; and finally, to make, do, and execute all and every such further and other lawful act and acts, thing and things, as may be necessary in and about the premises, ratifying, allowing, and confirming all and whatsoever they the said G. H. and I. K., or either of them, their or either of their executors, administrators, and assigns, shall lawfully do or cause to be done, by virtue of these presents: Provided always, and so as they the said G. H. and I. K., their executors, administrators, and assigns, shall and do, at all times hereafter, save harmless and keep indemnified them the said A. B. and C. D., their executors and administrators, of, from, and against all costs, charges, and damages, which they, or either or any of them, shall or may pay or sustain by reason of their, either or any of their names being made use of, in any such action or suit to be brought or commenced by virtue of the power hereby given. And they the said A. B. and C. D., for themselves, their executors and administrators, do covenant, promise, and agree to and with the said G. H. and I. K., their executors, administrators, and assigns, by these presents, in manner following; that is to say, that they the said A. B. and C. D., or either of them, have not made, done, committed, or wittingly suffered any act, matter, or thing whatsoever, whereby or by means whereof the said hereby assigned debts and premises, or any part thereof, are or is or shall or may be in anywise prejudiced, released, discharged, or incumbered, in any manner howsoever; nor shall or will, at any time hereafter, do any act, matter, or thing whatsoever, whereby to release or discharge all or any of the said hereby assigned debts and premises, or any part thereof, or the power or authority hereby given for recovering the same, or any action or suit to be thereon brought for the recovering thereof, without the consent of them the said G. H. and I. K., their executors or assigns, first had in writing for that purpose: And also, that they the said A. B. and C. D., and all other persons lawfully claiming any right or interest of, in, or to the said hereby assigned premises, or any part thereof, by, from, or under them or either of them, or by, from, or under the said E. F. deceased, shall and will, at any time, at the request and

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charges of the said G. H. and I. K., or either of them, or either of their executors or administrators, make, do, and execute any further and other lawful and reasonable act and acts, thing and things, as well for the corroborating and strengthening of these presents, as also for the further, better, and more perfect assigning of all and singular the said hereby assigned premises unto them the said G. H. and I. K., their executors, administrators, and assigns, as by their or any of their counsel shall be reasonably advised or required: And further, that in case within the space of ——— now next ensuing, it shall be proved or made plainly appear that he the said E. F. hath contracted any debt or debts on account of his said late copartnership with them the said G. H. and I. K., with any person or persons whomsoever (other than and except all such debts as are mentioned and comprised in the said rest book, signed by them the said A. B., C. D., G. H., and I. K. as aforesaid), and that such debt or debts are now justly due and owing from the said E. F. to such person or persons on account of the said late joint trade, and that the same shall become charged therewith, then and in such case they the said A. B. and C. D., their executors and administrators, shall and will, out of the estate of the said E. F., pay and satisfy all and every such debt or debts (if any) so now due as aforesaid, or shall and will save harmless and keep indemnified them the said G. H. and I. K., their executors and administrators, of and from payment thereof; provided nevertheless and so as such debts be so proved or made plainly appear within the time aforesaid: And they the said A. B. and C. D., for the considerations aforesaid, for themselves and their respective executors and administrators, and for all other the representatives of the said E. F., do hereby remise, release, discharge, and for ever quit claim unto them the said G. H. and I. K., their executors or administrators, all sums of money and premises now due to the said late joint trade, and all and all manner of actions, suits, claims, and demands whatsoever, both at law and in equity, which they, either or any of them, can or may from henceforth claim, challenge, or demand against them the said G. H. and I. K., or either of them, their or either of their executors or administrators, for or by reason or on account of any breach or non-performance of any covenant or agreement, or any other act, matter, or thing whatsoever done or committed, or which on their part, by virtue of the said indenture or articles of copartnership, or otherwise, are or were by them thereby covenanted or agreed to be paid, done, and performed. And they the said G. H. and I. K., in consideration of the release herein-before made and given to them as aforesaid, and for other good considerations them thereunto moving, do hereby, for themselves and for their respective executors and administrators, remise, release, discharge, and for ever quit claim unto them the said A. B. and C. D., and all and every other the representatives of the said E. F., all and every sum and sums of money, and all and all manner of actions, suits, and claims and demands whatsoever, both at law and in equity, which they, either or any of them, can or may have, claim, challenge, or demand against the estate late of the said E. F., or them the said A. B. and C. D. as executors thereof, for or by reason or upon account of any breach of covenant, or non-performance of any agreement, or any other act, matter, or thing whatsoever by him or them done or committed, touching or relating to the before-mentioned copartnership, or which by the said articles or indentures of copartnership, or otherwise, are or were by him the said E. F. thereby covenanted and agreed to be paid, done, and performed (other than and except as to all such debt or debts not comprised in the said rest), which shall appear to have been contracted, and which are now justly due from the estate of the said E. F. to the said late joint trade, and which (if any) are to be paid by his executors in manner as aforesaid. In witness, &c.

[After stating the usual obligation, proceed as follows]: Whereas the above-named A., executrix of A. A., by indenture under her hand and seal, bearing even date with the obligation above-written, reciting as therein is recited, for the consideration therein mentioned, and in pursuance of the covenant in that behalf contained in certain indentures of copartnership of three parts, bearing date the, &c., made between the said A. B. of the first part, the above-bound B. of the second part, and the above-bound C. of the third part, hath assigned and released unto the said B. and C., to their own proper use, the one full and equal third part, and all other the part and share belonging to her the said A. as executrix aforesaid, of, in, and to the goods, debts, monies, and things belonging to the said joint stock in trade between the said parties at the time of the decease of the said A. A., as by the said indenture of assignment and release, relation being thereunto had, &c.: Now the condition, &c. is such, that if the said B. and C., their executors and administrators, do and shall, pursuant to the covenants in that behalf contained in the said indentures of copartnership, discharge and at all times hereafter save and keep harmless and indemnified the said A., her heirs, executors, and administrators, and her and their lands, tenements, goods, and chattels, of and from all and every the debts and sums of money which at the time of the decease of the said A. A. were due and owing by and from the said partners, and which on the day of the date hereof are yet due, owing, and undischarged to all or any person or persons whatsoever, upon account of the said late joint trade and partnership between the said A. A., B., and C. as aforesaid, and of, from, and against all and all manner of actions, suits, costs, charges, and damages which shall or may be commenced, sued, prosecuted, recovered, or awarded against the said A., her executors or administrators, or which she or they may sustain or be put unto for or by reason of the said debts or any of them in anywise howsoever; then, &c.

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Bond from surviving Partners to indemnify the Executrix of the deceased Partner from the Debts contracted in Partnership, upon assigning her Share in the Partnership to them. (1)

Know all men, by these presents, that I [or we], (the obligor or obligors), of, &c., am [or are] holden and firmly bounden unto (the obligee) [or (obligees)] of, &c., in the penal sum of £—— of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to be paid to the said (obligee) [or (obligees), or one of them, or their or] his executors, administrators, or assigns, or his or their lawful attorney or attorneys, for which payment to be faithfully and truly made, I bind myself, my heirs, executors, and administrators, [or we bind ourselves and each of us jointly and severally, and our and each of our heirs, executors, and administrators, and every of them], firmly by these presents, sealed with my seal, [or our respective seals], dated this —— day of —— in the —— year of the reign, &c., and in the year of our Lord ——. Whereas by indenture, bearing date the —— day of —— which was in the year ——, and made or expressed to be made between the above-bounden (surviving party) of the one part, and the said (deceased party) of the other part, they the said parties agreed to become copartners in the trade or business of —— from the date thereof, for the term of —— years, under and subject to certain conditions and agreements therein contained; and it was amongst other things thereby agreed and declared, that in case either of the said parties thereto should depart this life during the continuance of the said copartnership, the survivor of them, and the executors and administrators of the survivor, should stand charged with the value of the clear balance, and share or shares, which on the then last annual account might appear to be

Bond from a surviving Partner for the Payment of Share of Capital Stock to the Representatives of deceased Partner. Obligation.

Recital of Deed of Copartnership.

(1) Montefiore, 164.
[M 4]

Vol. III. Ch. IV. due unto the deceased partner, together with an allowance of £—— per cent. thereon from the last settlement of accounts, in lieu of interest and of profits in trade, after deducting all such payments and debts as might be received by and be due from the deceased party from and unto the said copartnership since the last settlement of accounts; and that the surviving partner should execute and deliver a bond at his expence for payment to the executors or administrators of such deceased partner of such balance or share, with interest on the gross amount thereof from the day of such decease, after the rate of £5 per cent. per annum, within the space of —— calendar months then next thereafter, by —— equal payments, to be made at the times herein-after mentioned: And whereas the said copartnership hath been carried on by the said parties in pursuance of the said in part recited indenture until the —— day of —— last past, when the said (deceased partner) departed this life, having first duly made and published his last will and testament in writing, and appointed the said (executors) the executors thereof, who after his decease duly proved the same in the prerogative court of the archbishop of Canterbury: And whereas the clear balance or share due to the said (deceased partner), in respect of the said copartnership, on the last day of settlement of the accounts thereof next preceding the decease of the said (deceased party), viz. on the —— day of ——, amounted to the sum of ——, which, with the said allowance of £—— per cent. thereon as aforesaid, make together the sum of £——: Now the condition of the above-written obligation is such, that if the above-bounded (surviving partner), his heirs, executors, or administrators, do and shall well and truly pay or cause to be paid unto the said (executors), or one of them, their or either of their executors or administrators, the full sum of £—— of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, with interest for the same after the rate of £5 of like lawful money for every £100 by the year, at the times and in the manner following; that is to say, the sum of £——, part thereof, together with interest for the whole of the said sum of £——, after the rate aforesaid, on the —— day of —— next ensuing the date of the above-written obligation; the further sum of £——, being other part thereof, on the —— day of ——, together with interest for the same, and also for the remaining sum of £——, up to that time; the further sum of £——, being the residue and remainder of the said sum of £——, on the —— day of —— which will be in the year ——, together with interest upon and for the same up to that time; and also do and shall well and effectually indemnify, protect, and save harmless the executors, administrators, and assigns of the said (deceased partner), of and from all debts and sums of money, and other claims and demands whatsoever, which now are or shall or may at any time hereafter be or become due for or on account of the said late copartnership; then, &c.; or else, &c.

Condition.

An Assignment of Stock, &c. from one Copartner to another on the Expiration of Articles of Copartnership. Recital of Deed of Copartnership.

This indenture, made the —— day of —— in the —— year of the reign, &c., and in the year of our Lord ——, between (the retiring-copartner) of, &c. of the one part, and (the continuing copartner) of, &c. of the other part. Whereas by indenture, bearing date the —— day of —— which was in the year ——, and made or expressed to be made between the said (continuing party) of the one part, and the said (retiring party) of the other part; they the said parties agreed to become copartners in the trade of —— from the date thereof, for the term of —— years, under and subject to the conditions and agreements therein-after expressed: And it was thereby agreed and declared amongst other things, that at the expiration of the said copartnership the said (continuing party), his

executors or administrators, should be at liberty to take the part and share of the said (retiring party) of and in the dwelling house and premises where the said joint trade might then be carried on, and also the stock in trade, debts, and effects of the said copartnership, at such sum as the same should be estimated and valued at by two indifferent persons to be chosen as therein mentioned; and which said sum it was agreed should be paid by instalments in the manner following, (that is to say) one third part thereof, with interest upon the whole of the said sum, after the rate of £5 per cent. per annum, at the end of ——— calendar months next after the expiration of the said copartnership, one third part thereof, with interest after the rate aforesaid upon the remaining two-third parts of the said sum, at the end of ——— calendar months then next thereafter, and the remaining third part thereof with interest after the rate aforesaid, at the end of ——— calendar months then next thereafter: And for the better securing the payment of the said sums, and indemnifying the said (retiring party) from the debts of the said copartnership, it was thereby declared, that the said (continuing party) should, within the space of ——— days from the expiration of the said copartnership, become bounden to the said (retiring party), in one or more bond or bonds, with double penalty, and with sufficient sureties if required, conditioned for the payment of the said instalments at the times and in the manner aforesaid, and also for protecting the said (retiring party), his heirs, executors, and administrators, from all debts which at the time of the expiration of the said copartnership should be owing by the said parties on account of the said joint trade, and that upon the execution of such bond or bonds the said (retiring party), [his heirs], executors, or administrators, would at the request and costs of the said (continuing party) convey and assure all the part, share, and interest whatsoever of him the said (retiring party), of and in the messuages or tenements, stock in trade, debts and effects of the said copartnership, unto the said (continuing party), [his executors, administrators, or appointees] in such manner as the said (continuing partner) should direct: And whereas the said parties have carried on the said trade in copartnership until the ——— day of ———, when the same hath expired by effluxion of time (or as the case may be): And whereas upon a general account and valuation made and taken of all and every the messuages or tenements, stock in trade and effects of the said copartnership, the same have been found to amount to the sum of £——: And whereas the said (continuing party), in pursuance and performance on his part of the said in part recited indenture, hath by his bond or obligation in writing, bearing even date with these presents, become bound unto the said (retiring party) in the penal sum of £—— for the payment of the said sum of £—— at the times and in the manner herein-before mentioned in that behalf, and also for protecting the said (retiring party) from the debts of the said copartnership: And whereas by indenture, already prepared and engrossed, bearing or intended to bear even date herewith, and made or intended to be made between the same persons as are parties hereto, the said (retiring party) in pursuance and in part performance of the said in part recited indenture, on the part of him the said (retiring party) hath assigned over, or immediately upon the execution hereof will assign over, unto the said (continuing party), the said messuage or tenement and premises at ———, where the said business hath been carried on, and in further performance of the said indentures hath agreed to assign to the said (continuing party), the stock in trade and other the effects of the said copartnership in the manner herein-after mentioned: Now this indenture witnesseth, that in pursuance of the said last-mentioned agreement, and in consideration of the said sum of £—— so secured to be paid by the said (continuing party) to the said (retiring party) as herein-before is expressed, [and also of the further sum of 5s. to him in hand well and truly paid by the said (continuing party), at or before the sealing

Expiration of
the Term.
Valuation made.

Recital of Bond
given.

Of Assignment
of Premises by
Indenture of
even Date.

Agreement for
Assignment of
Stock in Trade.

Witness that in
Consideration of
the Sum secured
to be paid to the
retiring Party,

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the retiring
Party assigns his
Share of Stock
in Trade, &c. ;

to hold to the
continuing Party
absolutely.

Letter of At-
torney to receive
the Debts, &c.

Covenant by re-
tiring Party that

and delivery of these presents, the receipt whereof is hereby acknowledged,] he the said (retiring party) [hath granted, bargained, sold, assigned, transferred, and set over, by these presents,] and doth grant, bargain, sell, assign, transfer, and set over unto the said (continuing party), all that one (or as the case may be) full and undivided — part, share, or proportion of him the said (retiring party) of and in all and singular the stock in trade, wares, merchandises, debts, goods, chattels, and effects whatsoever, due, owing, or belonging to the said joint trade and copartnership, or to them the said (retiring party) and (continuing party) in respect thereof, (except only the said message or tenement and premises herein-before mentioned to be assigned by indenture of even date herewith), and all the estate, right, title, interest, property, claim, and demand whatsoever of him the said (retiring party), in, to, or concerning the same, and also all and every the books of accounts, papers, writings, documents, and evidences whatsoever belonging or in anywise relating to the said joint trade, or the concerns thereof, to have, hold, receive, perceive, take, and enjoy the said one — undivided part, share, and proportion of and in the said stock in trade, debts and effects, and all and singular other the premises hereby assigned or mentioned, or intended so to be, unto the said (continuing party), his executors, administrators, and assigns, absolutely as and for his and their own proper goods, chattels, and effects for ever: And in order the better to enable the said (continuing party), his [or (continuing partners), their] executors, administrators, and assigns, to receive and get in the said copartnership estate, debts, and effects, he the said (retiring party) [hath made, ordained, constituted, and appointed, and by these presents] doth make, ordain, constitute, and appoint the said (continuing party), his [or (continuing partners), their] executors, administrators, and assigns, his true and lawful attorney and attorneys irrevocable, and doth give and grant unto him and them, [and each and every of them] full power and authority, at his and their own costs and charges, in the name of himself [or names of themselves] solely and alone, or jointly with the name of him the said (retiring party), or otherwise as the said (continuing party), his executors, administrators, or assigns, shall be advised or think proper, to ask, demand, sue for, recover, possess, and enjoy, to and for the only proper use and benefit of him the said (continuing party), his [or them the said (continuing partners), and their] executors, administrators, or assigns, all and singular and every or any part of the estate, effects and premises herein-before assigned or expressed or intended so to be, and to give receipts and other sufficient discharges from time to time for the same; and for that purpose the said (retiring party) doth hereby give, delegate, and grant unto him the said (continuing party,) [or them the said (continuing parties)] full and sufficient power and authority to state and settle all accounts and reckonings, and other matters and things relative to the said joint trade, with all and every or any person or persons whomsoever, and to compound for or release all or any of the debts or demands of or belonging to the same, and to sign the certificates of any bankrupt debtors thereof, and otherwise to act in the premises in all things as he or they shall think proper; and one or more attorney or attorneys under him or them for the purposes aforesaid, or any of them, from time to time, to make, depute, and appoint at pleasure, and generally to use, take, and prosecute any and every lawful or equitable method or expedient whatsoever, for the recovering and receiving the said copartnership estate, debts, and effects to and for his and their own use and benefit, in as full, ample, and beneficial a manner to all intents and purposes as they the said (continuing and retiring parties), or either of them, might or could do, or have done, in case the said copartnership were now or then in being, and these presents had not been made or executed: And the said (retiring party) for himself, his heirs, executors, and administrators,

doth hereby covenant, promise, and agree with and to the said (continuing party,) his [or (continuing parties), their] executors, administrators, and assigns in the manner following, (that is to say) that he the said (retiring party) hath not at any time heretofore sold, assigned, released, or otherwise disposed of, or in any manner charged or incumbered the said copartnership estate, debts, or effects, or any part thereof, or the share, estate, or interest of him the said (retiring party) therein, otherwise than as he hath expressly made known and accounted for unto the said (continuing party), before the execution of these presents, nor incurred nor contracted any private debt or debts in the joint names, firm, or stile of the said copartnership, or in any other manner made the said joint trade liable to the payment of any sum or sums of money whatsoever, otherwise than in the usual course of trade, and with and by the privity of the said (continuing party), [or (continuing parties) or the major part of them], nor done or knowingly suffered or occasioned any other act or thing whatsoever, whereby or by means whereof the present joint stock of the said copartnership, or the monies, goods, debts, or effects belonging to the same, can or may at any time hereafter be seized, attached, extended, taken in execution, incumbered, or prejudicially affected in any manner whatsoever: And further that he the said (retiring party), his executors or administrators, or any of them, shall not nor will, at any time or times hereafter, without the special licence and consent of him the said (continuing party), his executors, administrators, or assigns, in writing, first had and obtained for that purpose, receive, release, acquit, or discharge any of the debts, monies, or effects, due, owing, or belonging to the said copartnership, or to them the said parties hereto or either of them in respect thereof, nor release any action or suits which shall be instituted or commenced for or on account of the same, or any of them, or any part thereof, nor do or cause to be done, nor be party, privy, or consenting to any act, deed, matter, or thing whatsoever, whereby or by means whereof the said (continuing party), [or (continuing parties), or any or either of them], his executors, administrators, or assigns, shall or may be prevented or hindered from receiving or recovering the same: And further, that he the said (retiring party), his executors and administrators, shall and will from time to time, and at all times hereafter, at the request, costs, and charges in the law of the said (continuing party) [or continuing parties), or any or either of them], his executors, administrators, or assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, assignments, conveyances, assurances, matters, and things whatsoever, for the further, better, and more absolutely or satisfactorily assigning and assuring the premises hereby assigned, or expressed or intended so to be, or any part thereof, unto the said (continuing party), his executors, administrators, and assigns, and also for the better enabling him and them to recover, receive, possess, and enjoy the same: And shall and will from time to time, and at all times hereafter, permit and suffer the name of him the said (retiring party), his executors or administrators, to be made use of with the name of him the said (continuing party), [or them the said (continuing parties), their or] his executors, administrators, or assigns, in all or any actions, suits, or other proceedings whatsoever, which shall or may be commenced or prosecuted for recovering or receiving the same, in such manner and form as by him the said (continuing party) [or them the said (continuing parties), their or] his executors, administrators, or assigns, or his or their counsel in the law, being of the degree of a barrister, shall be reasonably required: And moreover, that he the said (retiring party) shall not nor will, at any time or times hereafter, within or during the space of ——— years, to be computed from the day of the date of these presents, either for or on his own account, or for or on account of any other person or persons whomsoever, either directly

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he has not released the assigned Premises;

nor will release or incumber the same.

And that he will execute further Assurances.

And permit his Name to be used.

Retiring Party will not solicit Custom, nor set up same Trade.

Vol. III. Ch. IV. or indirectly serve, or solicit to serve, supply, or provide any person or persons whomsoever, who now is or are, or within the period of three calendar months next before the date hereof was or were, or has or have been, a customer or customers of the said parties hereto, with any articles, merchandize, goods, or commodities whatsoever, which they the said parties now do or hitherto have been used or accustomed to sell or deal in as copartners aforesaid; nor shall nor will set up, carry on, or exercise, either by himself or in his own name, or by or in the name of any other person or persons, the said trade or business of —, or any branch thereof, within the distance of — miles from — aforesaid (1): And in consideration of the premises, the said (continuing party), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (retiring party), his executors and administrators, in the manner following; (that is to say), that he the said (continuing party), his executors, administrators, and assigns, shall and will well and truly pay and satisfy, or cause to be paid and satisfied, all and every the debt and debts, sum and sums of money, dues, claims, and lawful demands whatsoever, which now is or are, or which at any time hereafter shall or may be or become due or owing by or from the said copartnership estate, or the stock and effects thereof, or by or from the said parties hereto, or either of them, on account of the same; and shall and will, from time to time, and at all times hereafter, well and effectually save, defend, keep harmless and indemnified the said (retiring party), his executors, administrators, and assigns [or the said (retiring parties), their executors, administrators, and assigns], and his, their, and every of their lands, tenements, goods, chattels, and effects, of and from the same debts, dues, sum and sums of money, claims and demands, and every of them, and all and all manner of actions, suits, and other proceedings, and all costs, charges, damages, and expences for or in respect thereof, or for or by reason of the said (continuing party), his executors or administrators or assigns [or (continuing parties), or any or either of their executors, administrators, or assigns], making use of the name of the said (retiring partner), his executors or administrators, as plaintiff or plaintiffs in any suit, action, or proceeding, or by reason of his or their being made defendant or defendants in any action, suit, or proceeding, for or in respect of any the debts or demands of or upon the said copartnership, or otherwise in relation thereto. In witness, &c.

Covenant by
continuing Party
to pay Copartner-
ship Debts;

and indemnify
retiring Partner.

Proviso in a
Deed of Dissol-
ution, in case
of Debts sup-
posed to be good
proving to be bad.

Provided always, and it is hereby expressly agreed and declared between and by the parties hereto, and it is the true intent and meaning of them, and of these presents, that in case any loss shall happen on any of the said debts, which in the said stated account are mentioned and stated as good debts, either by the non-payment thereof, or of any part thereof, or by expences to be incurred in or about recovering and getting in the same debts, or on any other account whatsoever, then and in every such case the loss or losses which shall so happen to or on the said debts so stated to be good debts, or any of them (except such loss or losses as shall happen by or through the wilful neglect or default of the said A., his executors or administrators), shall be borne and sustained equally by and between the said parties hereto, and their respective executors or administrators, and as often as such losses shall happen, except as aforesaid.

(1) In an indenture of copartnership, containing a proviso that if any party should be desirous of quitting the partnership trade, he might do so by giving six months' notice; under this proviso it was held, that though a

partner might quit the partnership, yet that he could not set up elsewhere a trade of the same nature as that carried on by the partnership. See *Cooper v. Watlington*, 2d Chitty's Rep. 451.

CHAP. V.

Contracts of Manufacture, Sale, &c. (1)

Articles of agreement, indented, made, and fully concluded, this _____ day of _____, between A. (builder) of the one part, and B. of the other part. Whereas the said B. is desirous of erecting a warehouse, still-house, and three tenements, or _____, on a piece of ground situate at _____: And whereas the said A. hath proposed to the said B. to execute and complete the said erections and buildings, and all _____, and things _____ incident thereto, in the manner herein-after more particularly mentioned, according to a specification annexed to these presents, and the several plans, elevations, sections, and drawings therein referred to, which plans, elevations, sections, and drawings, with the explanations therein, have been inspected and are fully understood by the said A., and the same are signed by _____ of _____, architect, and by the said A.; and the said B. is willing to contract with the said A. for the performance of the said works, at or for the price or sum of £_____, to be paid as herein-after mentioned: And whereas the several drawings referred to by the specification annexed to these presents are seven in number; (that is to say), No. 1. the basement story, No. 2. the ground story, No. 3. the one-pair story, No. 4. the two-pair story, No. 5. the east elevation, No. 6. the south elevation, and No. 7. the west elevation: Now these presents witness, that the said A. doth hereby, for himself, his heirs, executors, and administrators, covenant and agree with and to the said B., his executors, administrators, and assigns; and the said B. doth hereby, for himself, his heirs, executors, and administrators, covenant and agree with the said A., his executors and administrators, in manner following; (that is to say), that the said A. shall and will, with the best materials of every kind, and in a good, substantial, and workmanlike manner, erect, build, and finish the erections and buildings proposed to be erected and built as aforesaid, on the piece of ground herein-before mentioned, and for that purpose shall perform and execute all the matters and things mentioned in the specification hereunto annexed, and the plans, elevations, sections, drawings, and particulars therein mentioned or referred to, and that to the satisfaction and under the inspection and direction of the surveyor appointed or to be appointed by the said B. to superintend the same; and that the said A. shall and will, at his own costs and charges, find and provide all the timber, lime, bricks, stone, and other materials of every kind, and all labourers, workmen, cartage, scaffolding, tools, tackle, rails, templates, and moulds, and other things whatsoever, which shall or may be requisite or necessary to be used, employed, or applied in or about the works hereby covenanted and agreed to be done, and all matters and things incident thereto: And that in case any unsound materials, or any materials which the surveyor shall think improper, shall at any time be brought to or used in the said intended works, or any part thereof, it shall and may be lawful to and for the said surveyor to require the said A., at the expence of the said A., to remove such materials off the said ground, and to proceed in the said works with sound and proper materials, according to the specification and to the satisfaction of the said surveyor: And in case any part of the said works shall be executed in a manner which the said surveyor shall not deem proper, it shall be lawful for him to require the said A. forthwith to demolish such part or parts of the said works as shall be so objected to, and

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Contract under
Seal for building
a Warehouse,
Still-house, and
Houses.

Rentals.

Covenants to
build.Improper Ma-
terials to be
removed.Improper Work
to be undone.

(1) As to contracts of manufacture in general, see ante, 3d vol. 270, &c.

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In Default
thereof, Sur-
veyor to remove
and rebuild.

A. to pay the
Costs of so doing.

Provision for
Extras or
Omissions.

A. to erect a
Hoard.

A. to shore up
the adjoining
Premises.

Materials to
belong to A.

A. to have the
sole Care of the
Works.

Time of Com-
pletion.

Payment by
Instalments.

to re-execute the same: And if, after three days' notice to him the said A., or to his foreman, such unsound materials, or materials deemed improper, shall not be removed by the said A., it shall be lawful for the surveyor to cause the same to be removed to such place as he may think proper, without any liability on his part, or on the part of the said B., for any loss or damage which may happen to the said materials, to be substituted in lieu of the materials which shall be so objected to as aforesaid; or in case of any part of the said works being improperly executed as aforesaid, to cause the same to be demolished and re-executed by such workmen as he shall think fit: And in either of the said cases, the said A. shall and will pay all such costs, charges, and expences as shall be incurred in the removal of such materials as aforesaid, and in the substitution of other materials in lieu thereof, or in the demolition and re-erection of all such parts of the said works as aforesaid, or the same shall be deducted from the balance which shall remain of the said sum, as liquidated damages. And that in case any addition to or omission from the said drawings and specification, or any alteration or deviation therefrom, shall be made in any part of the said works by the order of the said B., or of his surveyor, it shall not in any manner make void or impeach this contract; but the value of every such addition or omission or alteration shall be ascertained by admeasurement and valuation, and such value, when ascertained, shall be either added to or deducted from the said sum of £——, as the case may be. And that the said A. shall and will cause to be erected a hoard or fence, of the height of seven feet at least, to enclose the whole of the said intended works (on the east and south sides next the aforesaid court), and shall and will continue up and keep in repair the said hoard or fence during the execution of the several works, and cause the same, and all scaffolding and fencing, to be removed when desired by the said surveyor, and all rubbish and materials remaining after the completion of the said works shall cause to be taken away, and leave the whole of the said works, at the completion thereof, in the most perfect and proper state: And that the said A. shall and will effectually shore up and secure all the premises adjoining as may be necessary, and shall and will repair and make good any damage that may happen to the same: And that all buildings, after the completion of the said works, become the property of the said A.: And that from the commencement up to the completion of the said works hereby agreed to be done, the said A. shall have and take on himself the whole care and management of the said works, and of every thing appertaining thereto; and the said B., his executors, administrators, or assigns, or their surveyor, shall not be in anywise charged or chargeable with or accountable for any materials, articles, or things whatsoever, which shall or may be removed, stolen, damaged, or destroyed on the said premises: And that the said intended works shall be carried on with all reasonable expedition; and that the whole of the said intended works shall be completely finished on or before the —— day of —— next: And that in consideration of the works hereby covenanted and agreed to be done by the said A., he the said B., his executors or administrators, shall and will pay or cause to be paid unto the said A., his executors or administrators, the sum of £—— of lawful English money, by instalments of such respective amounts, and at such times as are herein-after mentioned; (that is to say), the first instalment shall be paid when the brick work shall have been carried up level with the one-pair floor, and the second instalment shall be paid when the roof shall be completely covered in; and that each of the said instalments shall be of such amount as shall be equal to four-fifth parts of the value of the works which, up to the time of such instalments becoming due, shall have been done in the said premises: Provided always, that none of the said instalments shall be paid or payable until the surveyor of the said B. shall have certified, in writing under his hand, that the same is become

due and payable: And that when the said works shall be completely finished, and all additions or omissions (if any) adjusted and ascertained, and the time and ultimate balance settled and certified by the surveyor of the said B., the said A., his executors or administrators, shall be paid the remaining part or balance of the said sum of £—— which shall be then due, upon producing such certificate from the said surveyor: And lastly, that all instructions for any additional works or omissions, or alterations to, from, or in the said works, and particularly contained in the said specification, drawing, and plans, shall be received from the surveyor of the said B. only, in writing under his hand, &c. (1). In witness, &c.

[After stating the usual obligation, proceed as follows]: Whereas by certain articles of agreement, bearing even date with the above-written bond or obligation, and made or expressed to be made between the above-bounden A. of the one part, and the above-named B. of the other part, he the said A., for the considerations therein expressed, hath contracted and agreed with the said B. to erect and build, on a piece of ground situate at ———, a certain warehouse, still-house, and three tenements, or dwelling-houses, in such manner and form, and at or within such time as in the said articles of agreement, and in a specification thereto annexed, and certain plans, elevations, and sections in the said specification and articles referred to, are particularly mentioned and set forth: And whereas on the treaty for the said contract it was agreed, that the said A. and Z. (surety) should enter into the above-written bond or obligation, as an additional security to the said B. for the due performance of the said articles of agreement, and of all and every the covenants, matters, and things therein contained, on the part and behalf of the said A., his executors or administrators, to be done and performed: Now the condition of the above-written bond or obligation is such, that if the above-bounden A., his executors or administrators, do and shall erect and build, complete and finish the said warehouse, still-houses, and three tenements or dwelling-houses, in and by the said articles of agreement contracted to be erected and built, at or within the time therein expressed for completing the same, and also do and shall well and truly observe, perform, fulfil, and keep all and every the covenants, contracts, clauses, articles, and agreements contained in the said articles of agreement, and which, by or on the part of the said A., his executors or administrators, are or ought to be observed, performed, fulfilled, and kept, within such times and in such manner, in all respects, as in the said articles of agreement are mentioned or required, according to the true intent and meaning of the said articles of agreement, and according to the aforesaid specification, plans, elevations, sections, and drawings therein mentioned or referred to, then the above-written bond or obligation shall be void and of no effect, but otherwise shall be and remain in full force and virtue.

Bond from the Builder and a Surety, in the usual Form of a joint and several Bond.

Surety.

Condition.

Articles of agreement indented and made the —— day of ——, in the year of ——, between [builder] of, &c. ship-builder, of the one part, and [merchant] of the same place, merchant, of the other part. Whereas (3)

Agreement under Seal for building or completing a Ship.(3)

(1) It is in general expedient to insert a proviso for payment of stipulated damages, in case the work is not done properly, or within limited time; see ante.

(2) See Bythewood, precedent, 325. As to contracts for building ships, &c. see ante, ad vol. 271-2.

(3) If it be a contract for finishing a ship already upon the stocks, say, "Whereas there is now upon the stocks, in the yard of the said [builder] at, &c. the hull of a ship of the following dimensions; that is to say, (state the dimensions as in the next page): And whereas the hull of the said ship is already (state the degree of forwardness): And whereas the said [merchant] hath

Finishing.

Vol. III. Ch. V. it hath been agreed by and between the parties hereto, that the said [builder] shall, at his present place of building, on or before the — day of — next, in a workmanlike manner, build for the said [merchant], the hull of a ship or vessel, of the dimensions herein-after mentioned, for the price or sum of — thousand — hundred pounds, and such further and other sum and sums of money, to be ascertained and paid at such times and in such manner as herein-after is mentioned and specified. In consideration of which agreement, and of the sum of — hundred pounds, part of the said sum of — thousand — hundred pounds by the said [merchant] to the said [builder] in hand paid, at or before the execution of these presents, the receipt whereof is hereby acknowledged, he the said [builder] doth covenant, promise, and agree, to and with the said [merchant], his executors, administrators, and assigns, to build and construct for him the said [merchant], his executors, administrators, or assigns, the hull of a ship or vessel, of the following description or dimensions; that is to say, that the keel of the said hull shall be in length, within the posts, eighty feet; the rake afore to be ten feet, the rake abaft to be suitable; the harping to lie at fourteen feet forwards, and fifteen feet aft; the hull, at the dead flat, to be in breadth twenty-eight feet, the birth thereof to be nineteen feet from the top of the ceiling to the top of the covering-board; the square of the floor to be fifteen inches on the keel, and eleven inches at the sirmach; the timbers to be eight inches square at the binds, and four inches at the top timber-heads; the transom to be eighteen feet long, the post four feet broad; the plank, from the keel to the binds, to be three inches thick, except five strokes on each side, viz. three on the bilge, and two under the binds, which are to be four-inch plank; the hull to have three binds, each ten inches deep, and seven inches thick; one stroke immediately above the binds to be four-inch plank, all the rest to the channel bind three-inch plank, and above the channel bind to be two inch and a half plank; to have twelve hold beams, thirteen inches square, with eight hooks forward, all whole transoms aft, and one hook to be ceiled with three-inch plank; from the keel to the under side of the hold beams, except three strokes on the bilge on each side, four-inch plank; all the ceiling from the hold beams to the upper deck beams to be two-inch and a half plank, except one long plank under the main deck beam, which is to be four inches thick; to be ceiled fore and aft with two-inch and a half plank, and above the binds forward with two-inch plank; to have one four-inch plank to be bolted to the fore beam and transom knees, to be bolted through the side into the beams; the main deck to be laid with Norway deals three-inch thick, two abaft the main mast, and from thence to be two-inch and a half plank; to have a sufficient number of main deck beams; to have two feet ten inches waste, and two drifts fore and aft, two feet deep; the quarter deck and forecastle to be laid with Norway deals, two inches thick; the floors to be sixteen feet long, with fourteen inches rise; the binds to have two feet and a half hang; the covering-boards in the midships to be two-inch and a half plank; to have windlass, capstan, 'catheads, rudder, and tiller, all of sound good oak, of a size and construction fit for such a vessel; to have fourteen gun ports; all the timbers and planks to be made use of in building the hull of the said vessel, except the planks with which the decks are laid, and which are to be of Norway deal as aforesaid, are to be of oak of English growth, well seasoned and dried, and in every respect fit for the purposes to which the same shall be applied; the treunnels shall be bought at London, and be of the best sort; the hatches shall be made and con-

Recital of Contract.

Part of the Money paid.

Dimensions of Ship, and Descriptions of Materials to be used.

contracted and agreed with the said [builder] for the purchase of the hull of the said ship, as she now stands, for the sum of — pounds, and hath also contracted and agreed with the said [builder] for completing the hull of the said ship, in manner and upon the terms herein-after mentioned."

structed in the best and most approved manner ; the hull and deck of the said vessel shall be well caulked with well-teazed oakum, and fitted up and finished in a substantial and workmanlike manner, with all things necessary and usually made and provided by ship-builders for ships of such burthen and construction as the said intended vessel shall be ; and the said ship or vessel shall, on or before the said _____ day of _____, be launched and brought and moored in safety in the harbour of _____. And the said [merchant], in consideration of the said ship being so built and launched as aforesaid, doth covenant, promise, and agree to and with the said [builder], his executors, administrators, and assigns, in manner and form following ; that is to say, that he the said [merchant], his heirs, executors, or administrators, shall and will well and truly pay (1), or cause to be paid, unto the [builder], his executors, administrators, or assigns, the further sum of _____ hundred pounds, other part of the said sum of _____ thousand _____ hundred pounds, upon laying the harpins of the said vessel ; _____ hundred pounds more, other part of the said sum of _____ thousand _____ hundred pounds, upon laying the deck ; and _____ hundred pounds, the residue of the said sum of _____ thousand _____ hundred pounds, upon launching and mooring the said vessel in safety in _____ harbour : And also such other sum and sums of money as [referees] of, &c. shall, within ten days from the time of mooring the said vessel in safety in _____ harbour as aforesaid, in that behalf think reasonable ; or in case either of them should die or refuse to undertake such determination, then such sum and sums of money as two indifferent persons, the one to be nominated by the said [builder], his executors or administrators, and the other by the said [merchant], his executors or administrators, shall, within fifteen days from the time aforesaid, in that behalf resolve and determine upon, in order to complete the price of the said hull. And in default of any such determination within the respective times herein-before for that purpose limited, then the said [merchant], his heirs, executors, or administrators, such sum or sums of money, for the purpose last mentioned, as shall be resolved upon and determined by such one indifferent person as the two referees who shall undertake the determination of the said matter shall for that purpose nominate and appoint umpire in the premises, who shall determine the same within ten days after he shall be appointed umpire : And that the determination to be made as aforesaid shall be conclusive on the said parties hereto, their respective executors and administrators : And that the sum and sums of money so to be ascertained and determined shall, within ten days after such determination, be paid by the said [merchant], his heirs, executors, or administrators, to the said [builder], his executors, administrators, or assigns. And it is further agreed between the said parties, that all differences arising between them touching the said hull shall in like manner be referred and determined, and that every such determination shall be final and binding. And the said [merchant] agrees to provide for the carpenters employed in the building of the said hull, during such time as they shall be so employed, such allowances of bread, cheese, and ale, as are usual in such cases. And it is also agreed between the said parties hereto, and particularly the said [builder] doth agree, that the same hull, from time to time during the building thereof, and until the same shall be so moored in safety as aforesaid, and assigned to the said [merchant], his executors or administrators, shall stand charged with and be a security to him and them for the said sum of _____ hundred pounds already paid, and for such further and other sum and sums of money as shall be paid to the said [builder], his executors, administrators, or assigns, in pursuance of this agreement, to the intent that the said hull shall not be or become liable or

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To be launched in a certain Time.

Covenant to pay Remainder of Price of Ship at certain Stages of the Work.

Covenant to pay such further Sum as Referees shall determine.

Umpire.

Determination to be final.

Money to be paid in ten Days after Determination.

Differences to be referred to Arbitration.

Merchant to provide Carpenters with Bread, Cheese, and Ale.

Ship, whilst building, to stand charged with Monies advanced.

(1) It might be prudent, in some instances, for the person for whom the ship is built, to give a bond for payment of the money.

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Builder, after
Ship is launched
to assign her to
Purchaser.

subject to the debts, contracts, or engagements, or otherwise affected by any act of the said [builder], his executors or administrators, to the prejudice of the said [merchant], his executors or administrators: And that the said [builder], his executors or administrators, shall and will, after the said hull shall be so moored in safety in the harbour of ——— as aforesaid, by some proper deed or instrument in writing, assign the same free from all incumbrances to the said [merchant], his executors or administrators, at his and their request, costs, and charges. In witness, &c.

Tender to build
a Ship and to
let her to Freight
to the East India
Company. (1)

Gentlemen,

We beg leave to offer to build for your service, for six voyages certain, a ship of about 800 tons builders' measurement, to be built at ———, of the dimensions and scantlings, and with iron work and other particulars, as described in the printed papers for ships of that burthen, which, in consequence of your public advertisement of the ———, we received from the office of the clerk to your committee of shipping, and likewise subject in all other respects to the terms and conditions stated in those papers.

The rates at which we tender this ship are, viz. A permanent peace freight to China, and the several parts of India, for 800 tons, for each of the said six voyages, with kintledge of ——— pounds ——— shillings per ton.

A permanent peace freight to China, and the several parts of India, for 800 tons, for each of the said six voyages, without kintledge of ——— pounds ——— per ton.

A further allowance of ——— pounds ——— shillings per ton for the extraordinary expence of building in time of war; the same to be paid upon the ship's arrival at Gravesend, outward bound, on her first voyage: And all other expences which a time of war may occasion, to be settled and allowed for by the court of directors according to the circumstances of the time, if it should be war when the ship proceeds on each voyage immediately.

The court of directors of the United
East India Company.

Surplus tonnage for each voyage, both in peace and war, at half the peace freight.

We are, gentlemen,

Your most obedient servants.

Agreement for
Sale, and finish-
ing the Hull of
a Ship, from the
Shipwright. (2)

Articles of agreement, indented, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, witnesseth, that the said A. B. for the consideration and at the price to be paid him by the said C. D. as hereafter is mentioned, doth hereby agree to sell unto the said C. D. the hull or body of a new ship or vessel, lately built by the said A. B. at his own charge, and now in his dock at ———, computed to be of the burthen of ——— tons, be the same more or less; and the said A. B., for himself, his executors, administrators, and assigns, doth covenant, promise, and agree to and with the said C. D., his executors, administrators, and assigns, that he the said A. B., his executors and administrators, workmen, servants, or assigns, shall and will, at his and their own charge and charges, in substantial and workman-like manner, do and perform the several works in and about the said hull of the said ship, as follows; that is to say, &c. (here insert the works to be done), and will find and provide a complete suit of masts and yards fitting for such a ship, and will likewise do and perform all joiners' work, painters'

(1) See precedent, Montefiore, 406.

(2) See precedent, Montefiore, 21.

work, glaziers' work, plumbers' work, and all other works for the complete finishing the said hull or body of the said ship, according to the custom of the shipwrights of the river Thames, and will launch her into the river Thames, and deliver her safe unto the said C. D., his executors, administrators, or assigns, on or before the, &c. In consideration, and for the purchase of which said hull or body of the said ship so agreed to be sold, and of the several works and things to be done and performed as aforesaid, the said C. D., for himself, his executors, administrators, and assigns, doth covenant, promise, and agree to and with the said A. B., his executors, administrators, and assigns, by these presents, that he the said C. D., his executors, administrators, or assigns, shall and will well and truly pay and cause to be paid unto the said A. B., his executors, administrators, or assigns, at and after the rate of £—— of lawful money, &c. per ton, for every ton, and proportionably for a lesser quantity than a ton, the said ship or vessel shall amount unto, upon admeasurement thereof, according to the rule and custom of shipwrights of the river Thames, in manner following, viz. £——, part thereof, on the, &c., and the residue and remainder thereof on the, &c., he the said A. B., his executors or administrators, then and at the same time, at the request and at the costs and charges of the said C. D., his executors or assigns, executing and delivering a sufficient bill of sale of the said hull of the said ship, with her masts, yards, and appurtenances, unto the said C. D., his executors, administrators, or assigns, or to such other person or persons as he or they shall order and appoint. And for the true performance, &c. In witness, &c.

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East India House, August 16, 1815.

Principal Dimensions and other Particulars for a Ship of about 1,300 Tons, to be built for the East India Company.

Printed Particulars of East India Company, upon which Tender for building Ships are to be made,

Principal Dimensions.				Feet. Inches.	
Length between the perpendicular	-	-	-	166	0
Do. of keel for tonnage	-	-	-	133	8½
Height of wing transom	-	-	-	26	0
Breadth extreme to a 4-inch plank	-	-	-	43	0
Burthen in tons	-	-	-	-	1315¾
Depth in hold	-	-	-	17	0
Height between the lower and middle decks	-	-	-	6	6½
Do. between the middle and upper decks	-	-	-	6	4
Do. between the upper deck and round-house	{ forwards		-	6	4
			-	6	4
Depth of the waist	-	-	-	1	4

Scantlings.						Sided inches.	Moulded inches.	
Main keel	-	-	-	-	-	16	16½	
Kelson	-	-	-	-	-	16	16	
Stem at the head	-	-	-	-	-	15½	16½	
Stern post at the wing transom	-	-	-	-	-	16½	16½	
Wing transom	-	-	-	-	-	15½	19½	
						Sided inches.	On the keel inches.	At the head inches.
Floor timbers	-	-	-	-	-	15	15	13½
Lower futtocks	-	-	-	-	-	14	—	12¾
Middle do.	-	-	-	-	-	13½	—	12½

Scantlings—continued.

	Sided inches.	At middle deck inches.	At the head inches.
Upper futtocks	13	11	—
Top timbers	12½	At port cells. 10½	6½

Main wales, 10 strakes 6 inches thick, and 2 of 5 inches on them.
Thick stuff under do., 6 strakes 5 inches thick.
Bottom 4-inch plank, and 4 strakes next the keel to be 5 inches thick, and 2 strakes to be rabbitted.
Top side from the main wales to the sheer strake to be 4-inch plank, except the 2 of 5 inches up to the ports.
Sheer strake, 5 inches thick and 11 inches broad.
Plank above the sheer strake, 3 inches thick.
Gunwales, 5 inches thick.
Room and space, 2 feet 7½ inches.

Inside Plank.

To have a piece of oak on each side the kelson, from the sleeper under the main-mast to 8 feet before the fore-mast, 13 inches by 14 inches, and from the after-end of the sleeper under the main-mast to the mizen-mast, bolted through every floor and lower futtock, with bolts of 1¼ inch diameter.
To have 4 iron floor riders on every other timber under the main-mast, and 3 iron floor riders under the fore-mast, to weigh 6 cwt. each, to be 16 feet long, and bolted with 12 bolts of 1¼ inch diameter.
To have 2 eakings on each side the bow, 1 of each between the lower and middle decks, the other in the hold, to be in length from the stemson to the fore-mast square frame, to have a bolt in every timber of 1¼ inch diameter.
At the lower futtock heels, 1 strake 4 inches thick.
Do. floor heads, 6 strakes 6 inches thick.
To shut in between the floor heads and lower futtock heels with 3-inch plank, except 2 strakes which are to be 4 inches thick; one to be worked next the 6-inch stuff at the floor heads, the other next the thick stuff at the lower futtock heels.
Lower deck clamps, 4 strakes 6 inches thick.
To shut in between the lower deck clamps and the floor heads with 4-inch English plank.
To bolt the frame lower futtocks to the floor timbers with 4 bolts in each, of 1¼ inch diameter.
Lower deck spirketting, 2 strakes 5-inch plank.
Middle deck clamps, 2 strakes 5-inch plank.
To shut in between the lower deck spirketting and middle deck clamps with 4-inch plank.
Middle deck spirketting, 2 strakes of 5-inch plank.
Upper deck clamps, 2 strakes of 4-inch plank.
Short stuff between the middle deck ports, 3-inch plank.
Upper deck spirketting, 2 strakes 4-inch plank.
Round house clamps, 1 strake 4-inch plank.
Short stuff between the upper deck ports 2½-inch plank.
Lower, upper, and middle decks to be 3 inches thick.

	Sided inches.	Moulded inches.
Lower deck beams	14½	13½
Middle deck do	13	11
Upper deck do.	10½	8½
Roundhouse do.	7	5

Weight of Iron Knees, Standards, &c.

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	Cwt.	qrs.	lbs.
Wing transom knees, each	6	2	0
Transom knees between middle and lower decks	5	0	0
Lower deck transom knees	5	0	0
Transom knees under the lower deck	4	3	0
Crutches	3	2	10
Breast hooks in the hold and between decks	8	0	0
Do. under the hawse holes	7	3	0
Do. outside, under the bowsprit	7	0	0
Lower deck hanging knees	2	2	10
Do. lodging knees to be of wood sided 10 inches.			
Do. hanging standards under the deck	2	2	10
Middle do. hanging knees	2	1	0
Do. lodging knees wood sided 8½ inches each.			
Do. standards	2	2	10
Do. transom knees	4	2	0
Upper deck hanging knees	1	1	14
Do. lodging knees of wood sided 7½ inches	1	1	0
Do. standards	1	3	20
Do. transom knees	2	1	14
Roundhouse knees	1	0	0
Do. transom knees	2	1	0
Standards against the bows	3	3	14
Do. against the transoms	5	0	0
Cheeks of the head	4	1	0

The ship to be copper-bolted, from the ports to 10 strakes under the wales, instead of tree-nails.

Periods for laying the Keel, Launching, &c.

The keel to be laid within two months after the contract is signed.

The ship to be completely in frame, and ready for planking in Sept. 1816.

To season, if required, till - Feb. 1817.

To be finished and ready for launching, if built in the river, in all Sept. 1817.

Do. if built at an out-port - July 1817.

Do. if built at Bombay - June 1817.

Do. if built at Bengal - Oct. 1817.

Persons tendering to build ships in England to have the liberty of offering to launch the ships in 1816.

The ship to be completed by the builder without any extra bill.

Such copper bolts as may be required to be furnished by the company.

The proposals to state the rate per ton for building, if launched in 1817,

And the rate per ton for building, if launched in - 1816,

Know all men by these presents, that we — are, and each of us is held and firmly bound to the United Company of Merchants of England trading to the East Indies, in the sum of five thousand pounds of lawful money of Great Britain, to be paid to the said United Company, or their certain attorney, successors, or assigns, for which payment to be well and faithfully made we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this — day of —, in the — year of the reign of our sovereign lord George the third, by the grace of God, of

Bond for Performance of a Contract for building a Ship, and to let the same to Freight. (1)

(1) See Montefiore, 144.

Vol.III. Ch. V. the united kingdoms of Great Britain and Ireland, king, defender of the faith, &c. and in the year of our Lord 1801. Whereas the above-bounden —, by certain articles of agreement, bearing even date with the above-written obligation, and made between him the said — of the one part, and the above-named united company of the other part, for the considerations therein mentioned, hath agreed with the said united company to build a ship as therein mentioned, which, when built and completed, shall be let to freight to the said united company for six several voyages to be made with her from London to the East Indies, China, and elsewhere soever, within the limits of the said united company's exclusive trade, and back again to London, upon such terms and conditions as therein, and in the several schedules thereto annexed, are mentioned: And whereas at the time of making the said agreement it was stipulated, that the above-bounden —, together with the above-bounden — and —, as his sureties, should enter into the above-written obligation, with such conditions as herein-after mentioned: Now the condition of the above-written obligation is such, that if the above-bounden —, his heirs, executors, and administrators, and each and every of them, do and shall, from time to time, and at all times hereafter, well and truly stand to, obey, abide, observe, perform, fulfil, execute, and keep all and singular the covenants, conditions, clauses, articles, and agreements whatsoever in the said in part recited articles, and the several schedules thereto annexed, contained, and which, on the part and behalf of the said —, his heirs, executors, or administrators, are or ought to be observed, performed, fulfilled, executed, and kept, and that in all things according to the true intent and meaning of the said in part recited articles, and of the parties to the same; then the above-written obligation to be void and of no effect; otherwise to be and remain in full force and virtue.

Agreement to hold Part of a Ship to be built, and pay Proportions of the Prime Cost and Outset. (1)

We, whose hands and seals are hereunto subscribed, do, for ourselves, our executors and administrators, severally and respectively, and not jointly, nor one for the other, nor for the others act and deed, covenant, promise, and agree to and with the said A. B. of, &c. his executors, administrators, or assigns, by these presents, that each of us will hold and be concerned in the several parts by us respectively subscribed with our names to these presents, of and in a new ship or vessel, to be of the burthen of 600 tons or thereabouts, for the building whereof the said A. B. hath, at our request and with our consent, contracted and agreed with C. D. of, &c. by articles of agreement, bearing date, &c., of which ship, when built and finished, we also agree that E. F. of, &c. shall go and be master, and that each of us respectively will pay our full proportion, according to our parts, in the said ship hereunder subscribed, of the sum of money to be paid for the building of the said ship, at the times and in manner as the same shall become due by the said contract or agreement in that behalf, and likewise of the charge of the outset and fitting the said ship to sea, for such voyage as the major part of the owners thereof, according to their parts therein, shall agree and think fit. In witness, &c.

An Agreement for making and putting up of certain Machines. (2)

Joseph and Thomas Bedall order of Buxton and company, four mules, 228 spindles each; three wheels 16-inch rollers, and one 15-inch; 13-inch spindles; iron top roller; a sufficient number of change pinions; twist wheels from 30 to 42 teeth, advancing two each time; a set of clearers for

(1) Montefiore, 22.

(2) 3 East Rep. 303. This agreement is not within the exemption in favour of contracts for or relating to the sale of goods, and must therefore be stamped. This form is given

from the report referred to, but is not recommended as a precedent. It is most judicious in all cases to enter into a more formal contract as in precedent, ante, 1, 2, 3, &c.

each wheel, leaded and covered. The wheels are to be complete and good, 519 per spindle. Payment, half ready money, and the remainder in three months. A dozen of change rollers for each wheel to be given in. Two to be made in six weeks, and the remaining two in eight weeks from this time.

Joseph & Thomas Bedall.

Manchester, 11th November 1801.

Articles of agreement indented, made, concluded, and agreed upon this _____ day of _____ in the thirty-eighth year of the reign of his Majesty King George the third, and in the year of our Lord 1798, between T. A. of Bolton, in the county of Lancaster, and T. T. of the same place, muslin and dimity manufacturers now carrying on trade and business at Bolton aforesaid, under the firm of A. T. and Co. of the one part, and W. B. and G. P. of Cheapside, in the city of London, warehousemen and copartners of the other part. Whereas the said T. A. and T. T. have agreed to consign and send, and the said W. B. and G. P. have agreed to take and receive of and from the said T. A. and T. T. all and singular the goods, wares, and merchandizes now manufactured, or being in a course or process of manufacturing, in or upon any of the warehouses, buildings, or premises of them the said T. A. and T. T., or which they the said T. A. or T. T., or either of them, shall manufacture during the space of eight years, to be computed from the 1st day of January now last past, whether such goods shall consist of muslins or dimities, or any other or different kinds of goods whatsoever, the same goods to be consigned, sent, and received upon such allowances and commissions, and upon the terms and subject to the proviso for determining this agreement herein-after specified: Now therefore these presents witness, that it is hereby mutually covenanted, concluded, declared, and agreed upon, by and between all and every the said parties to these presents, in manner and form following, (that is to say), they the said T. A. and T. T. do hereby severally and respectively, and for their several and respective heirs, executors, and administrators, covenant, promise, and agree to and with the said W. B. and G. P. and each of them, that they the said T. A. and T. T., and each of them, shall and will from henceforth, for and during the said term of eight years, (subject to the said proviso for determining the same herein-after contained), send, convey, and consign to them the said W. B. and G. P., at their present warehouses in Cheapside aforesaid, or to any other warehouse or warehouses, or premises in or upon which they the said W. B. and G. P. shall, during the said term of eight years (determinable as aforesaid,) carry on their said business, all and singular the goods, wares, and merchandizes already manufactured, or in a course or process of manufacturing, or hereafter to be manufactured by them the said T. A. and T. T. or either of them, either at Bolton aforesaid or elsewhere, for the purpose of being sold and disposed of by the said W. B. and G. P., as herein-after mentioned: And they the said W. B. and G. P. do hereby for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, covenant, promise, and agree to and with the said T. A. and T. T., their executors and administrators, that they the said W. B. and G. P. shall and will for and during the said term of eight years, commencing from the 1st day of January last, (determinable as aforesaid), accept, take, and receive into their present warehouses in Cheapside aforesaid, or into such other warehouse and warehouses as they may hereafter during such term as aforesaid take, all and singular such goods, wares, and merchandizes as they the said T. A. and T. T. have already manufactured, or as are now in a course of manufactory, or which they the said T. A. and

Articles between a Country Manufacturer and a London Warehouseman and Factor, that the former shall for a Term of Years manufacture and consign to the latter Goods for Sale on Terms specified. (1)

(1) This precedent was settled by an eminent conveyancer, see other forms, ante, 40—44, &c.

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T. T., or either of them, shall or may hereafter manufacture at Bolton aforesaid, or elsewhere, and that they the said W. B. and G. P. shall and will vend, sell, and dispose thereof, for the utmost and best price and prices that can be had, gotten, or obtained for the same, for and on the account of them the said T. A. and T. T., upon such commissions, terms, and conditions as are herein-after mentioned: And further, that they the said W. B. and G. P., and each of them, shall and will be true and faithful unto them the said T. A. and T. T., and each of them, in the vending, selling, and disposing of the said goods, wares, and merchandizes so to be delivered to them as aforesaid, for and during the said term of eight years, and shall and will, during the term aforesaid, provide and keep suitable and proper books of account of such sale or sales, and fairly and clearly make entries of such sale and sales, and send a true copy of the same every week to the said T. A. and T. T.; and keep the said books of account open for the inspection of all and each and every of the said parties hereto, and permit and suffer any or either of them, at all times during the said term of eight years (determinable as aforesaid), to have free access to such books of account, and to peruse the same and take copies or extracts therefrom, when and as often as any or either of them shall think proper: And further, that they the said W. B. and G. P. shall and will once in every year during the said term of eight years, (viz.) some time in the month of January, or at such other time as they shall be required so to do by the said T. A. and T. T., or either of them, and also at the end or sooner determination of the said term, or within twenty days next after such determination of the same, make and cast up a full, just, and general account and reckoning in writing of all and singular the goods, wares, and merchandizes had and received by them of and from the said T. A. and T. T., or either of them, and of the sale and produce thereof; and that upon finishing such yearly or general account, duplicates of the particulars thereof shall be written down and entered into two or more books to be provided for that purpose, and they the said parties shall subscribe their names to the foot or balance of every such account, and each of the said copartnerships to keep one of the said books for their own use; and that no item or items, debts or credits on such account, so passed and subscribed, shall be afterwards disputed, controverted, or called in question, unless some special error shall appear to have been made and passed therein, at any time during the said term of eight years, or at the end or sooner determination thereof: And further also, that in case either of the said parties hereto shall happen to die before the end of the said term of eight years, or other sooner determination thereof, or before or after any such general accounts so made up, stated, and subscribed between them in manner aforesaid, and there shall be any debts due from or to the said parties hereto on account of and arising from the aforesaid concerns, that then in that case all such debts as shall be then due from the said parties on account of the said concerns, shall be equally paid by the survivor or survivors, and the executors or administrators of the party or parties so dying, and that then and in such case, all and every the debts as shall be then due from either of the said parties to the other on account of the said concern, shall be likewise equally shared and divided between the said survivor or survivors, and the executors or administrators of such party so dying as aforesaid: And further, that they the said W. B. and G. P. shall and will find and provide sufficient and proper clerks, journeymen, porters, labourers, servants, and assistants, for the keeping the said accounts, receiving and delivering the said goods, wares, and merchandizes, and in all respects for the proper conduct and management of the said concern, and that each and every of them shall and will diligently personally attend to the same at their present or any future warehouse or warehouses, where the said concern is or shall be carried on: And further, that they the said W. B. and

G. P. shall not nor will on any account or pretence whatsoever, without the knowledge or consent of them the said T. A. and T. T. in writing first had and obtained, have, receive, or take any goods, wares, or merchandizes of the same description or kind with those consigned or sent to them by them the said T. A. and T. T., or either of them, into or upon their present or any future warehouse or warehouses so to be taken by them as aforesaid, upon commission, and for the purpose of vending, selling, or disposing thereof, for any person or persons whomsoever during the said term of eight years, (determinable as aforesaid), but that they the said W. B. and G. P. shall be at liberty to receive upon their said premises, with the knowledge of the said T. A. and T. T., any other different kinds of goods, wares, or merchandizes, upon commission or otherwise, any thing herein-before contained to the contrary thereof notwithstanding: And further, that they the said W. B. and G. P. shall and will twice in every year, during the said term of eight years (determinable as aforesaid), go to and attend at Bolton aforesaid, or any other manufactory hereafter to be taken by the said T. A. and T. T. for the manufacturing of muslins and dimity goods, or any other kind of goods as aforesaid, and permit and suffer the said T. A. and T. T. to come to and attend at the present warehouse, or any future warehouse or warehouses so to be taken by them the said W. B. and G. P. for the reception and sale of the aforesaid goods, wares, and merchandizes so to be manufactured by them the said T. A. and T. T. as aforesaid: And further, that they the said W. B. and G. P. shall and will well and truly pay or cause to be paid the rents and taxes, both parliamentary and parochial, which now are, or which during the aforesaid term of eight years (determinable as aforesaid) shall be charged or imposed upon the present or any future warehouse or warehouses and premises they may think proper to take, and also all salaries and wages due and payable to any clerks, journeymen, porters, labourers, servants, or assistants employed by them the said W. B. and G. P. in the carrying on the said concern, and also shall and will find and provide all stationery, coals, candles, and other necessary things for carrying on the said concern: And further, that they the said W. B. and G. P., or either of them, shall not nor will sell or dispose of any of the goods, wares, and merchandizes of them the said T. A. and T. T., consigned or committed, or to be committed to the charge and custody of them the said W. B. and G. P., upon any long or unreasonable credit, nor shall nor will give credit to any person or persons after they shall have received notice from the said T. A. and T. T. not so to do; and shall and will upon all occasions use their utmost and best endeavours to discover and find out the character and responsibility of all persons to whom they the said W. B. and G. P. shall sell any of the said goods, wares, or merchandizes, and not sell to any person or persons not worthy of credit, or of doubtful character or responsibility, and shall and will in all cases where they give credit upon the settlement of any account or accounts, credit the said T. A. and T. T. for the amount of all the goods, wares, and merchandizes so sold, or to be sold by them the said W. B. and G. P. as aforesaid, deducting therefrom the per-centage and allowances herein-after particularly mentioned; it being the intent and meaning of these presents, and of all and every the parties hereto, that all risk, losses, and bad debts arising from the sale and disposal of the said goods, wares, and merchandizes, after the sale and delivery thereof by the said W. B. and G. P., shall be borne and sustained by them the said T. A. and T. T.: And further, that the said T. A. shall and may at any time during the said term of eight years (determinable as aforesaid), if he shall think proper so to do, put and place any or either of his sons in the house of the said W. B. and G. P. as clerks or apprentices, paying and allowing a reasonable fee or premium for such clerk or apprentice; and in consideration of the care and diligence of them the said W. B. and G. P. in the selling and disposing of such goods, wares, and merchan-

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T. T., or either of them, shall or may vend, sell, and dispose thereof as they can be had, gotten, or otherwise, at the said T. A. and T. T. are herein-after and each of them the said T. A. and T. T. the said goods, for a term of such and sale and all an

hereby severally and respectively the said W. B. and G. P. shall and may take unto themselves a prorata per-centage on the account of the said T. A. of any goods, wares, or merchandizes sold by the said W. B. and G. P. on their own account, to be deducted by the said W. B. and G. P. from the sum of £200 in any one year, for the term of rent, taxes, fire, and stationery, candles, carriage, freight, and portorage to the warehouses of the said W. B. and G. P., attending the said concern, and which is to be deducted by them the said W. B. and G. P.: And also shall and may deduct and receive to and for their joint use and account 2 per cent. as a commission on the sale of all such goods and merchandizes so to be sold and disposed of by them the said W. B. and G. P. for and on account of the said T. A. and T. T. as aforesaid: And further, that they the said T. A. and T. T. shall and will pay unto the said W. B. and G. P., a sum of £5 per cent. on the whole amount of the net annual profits of their trade for and during the said term of eight years, as a consideration for the service and assistance of them the said W. B. and G. P. in the vending, selling, and disposing of the said goods, wares, and merchandizes so sent to them as aforesaid, and for their trouble and attendance in the conducting and management of the said concern, but which said allowance of 5 per cent. it is agreed shall remain in the hands of them the said T. A. and T. T. from year to year, during the said term of eight years, for the purpose of forming a capital in their concern, on the account of the said W. B. and G. P., unless the aforesaid allowance of 2 per cent., and the allowance for rent, taxes, fire, stationery, candles, and perquisites, shall not in any one year form a sufficient fund to pay the expenses of sales, and a proper allowance for the said W. B.: And further, that they the said W. B. and G. P. shall and may be at liberty to deduct and reimburse to themselves, their and each of their executors and administrators, all charges and expenses arising from the carriage, freight, or portorage of any of the goods, wares, and merchandizes so sent by the said T. A. and T. T. to the warehouse or warehouses of them the said W. B. and G. P. for sale as aforesaid; and also that the said T. A. and T. T. shall and will keep a regular and exact account of all goods manufactured and sold by them the said T. A. and T. T. during the said term of eight years (determinable as aforesaid), and shall and will at all times produce and shew such account to them the said W. B. and G. P., or either of them, for their satisfaction, and in order to convince them that all and every the covenants and agreements herein contained on the parts and behalves of them the said T. A. and T. T. have in all respects been complied with, according to the true intent and meaning of these presents, and of the parties hereto; and that in case the said T. A. and T. T. shall and do, vend, sell, or dispose of any goods, wares, and merchandizes so manufactured or to be manufactured by them as aforesaid, and not consigned or sent to the warehouse or warehouses of them the said W. B. and G. P. in London aforesaid, that then they the said T. A. and T. T., their executors or administrators, shall and will pay and allow unto the said W. B. and G. P., their executors or administrators, a commission of 1½ per cent. upon all such sales so made by them at Bolton, Manchester, or elsewhere, and not coming through the hands of the said W. B. and G. P. as aforesaid; and that they the said T. A. and T. T. shall not nor will directly or indirectly send to any warehouse or warehouses, or consign to any agent or agents, or any person or persons whomsoever, for sale on account of them the said T. A.

T., or either of them, in London, or elsewhere, other than and be-
 em the said W. B. and G. P., any goods, wares, or merchandizes of
 ging to them the said T. A. and T. T., or either of them, contrary to
 intent and meaning of these presents, and of the parties hereto: And
 er, that they the said T. A. and T. T. shall and will twice in every year
 ing the said term of eight years, come to the warehouse or warehouses of
 nem the said W. B. and G. P. in London aforesaid, and attend to and in-
 spect the concerns of them the said W. B. and G. P., and shall and will dur-
 ing all that time aid and assist in the conducting and management of the said
 concern in London, according to the best of their and each of their skill,
 knowledge, and ability: Provided always, and it is hereby mutually cove-
 nanted, declared, and agreed upon, by and between all the said parties
 hereto, that in case they the said T. A. and T. T., or the said W. B. and
 G. P., or any or either of them, shall be minded or desirous to put an end to
 and determine this agreement, before the end and expiration of the said term
 of eight years, then and in such case either of the said parties shall be at
 liberty so to do, upon giving unto the other of them, at any of the aforesaid
 annual settlements between the said parties, twelve months notice in writ-
 ing of such their intention so to do, and in which said notice the party giving
 the same shall express a good and sufficient reason for requiring such disso-
 lution to take place, and that in the mean time the said concern shall be
 carried on in all respects by the different parties, until the expiration of
 such notice, at which time all the said accounts shall be finally adjusted and
 settled, and as conclusively as if the said term of eight years had fully ex-
 pired and ended; and then and from thenceforth this present agreement, and
 every matter and thing herein contained, shall cease, determine, and be ut-
 terly void to all intents and purposes whatsoever, any thing herein-before
 contained to the contrary thereof in anywise notwithstanding. In wit-
 ness, &c.

Articles of agreement indented, made, and agreed on, &c. between
 (vendor) of, &c. of the one part, and [purchaser] of, &c. of the other part.
 Whereas the said [vendor] hath for some time carried on and exercised the
 trade or business of a ——— at ——— at a workshop (or “manufactory,”)
 which, with the appurtenances, the said [vendor] is entitled to for the remainder
 of a term of ——— years therein granted to him by indenture of lease, bear-
 ing date on or about the ——— day of ———, made between [lessor] of, &c.
 of the one part, and the said [vendor] of the other part: And whereas the
 said [vendor] hath made considerable repairs and improvements in the said
 workshop (or manufactory), and premises comprized in the said indenture
 of lease, and hath purchased divers implements, utensils, and fixtures for the
 purpose of carrying on the said business of a ———: And whereas the said
 [vendor] being about to quit the said trade of a ———, the said [purchaser]
 hath contracted and agreed with him for the purchase of the said workshop
 (or manufactory), with the appurtenances, for the remainder of the said term of
 ——— years by the said indenture of lease granted, and also of the imple-
 ments, utensils, and fixtures (2) in and upon the said premises, and used or em-
 ployed in the said trade or business of ———, and of the goodwill of the said
 [vendor] in the same business, on the terms and conditions following; that is to
 say, that he the said [purchaser] should on the execution of the assignment and
 conveyance of the said workshop (or manufactory) and premises, with the said

Agreement for
 the Purchase of
 a Leasehold
 House, and the
 Utensils and
 Goodwill of a
 Business. (1)
 Recital of Busi-
 ness carried on
 by Vendor, and
 his Possession of
 Lease.
 Recital that
 Vendor had
 made Additions
 and Improve-
 ments.
 Recital of Con-
 tract to sell Pre-
 mises, Utensils,
 Fixtures, and
 Goodwill of
 Business.
 Terms of Con-
 tract.

(1) See precedent, Bythewood, 169; ante, 3 vol. 272, &c. as to the law respecting contracts of sale and purchase.

(2) Or “particularly enumerated and described in the Schedule hereunder written or here-
 unto annexed.”

Utensils, &c.
 specified in
 Schedule.

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T. T., or either of them, shall or may hereafter manufacture at Bolton aforesaid, or elsewhere, and that they the said W. B. and G. P. shall and will vend, sell, and dispose thereof, for the utmost and best price and prices that can be had, gotten, or obtained for the same, for and on the account of them the said T. A. and T. T., upon such commissions, terms, and conditions as are herein-after mentioned: And further, that they the said W. B. and G. P., and each of them, shall and will be true and faithful unto them the said T. A. and T. T., and each of them, in the vending, selling, and disposing of the said goods, wares, and merchandizes so to be delivered to them as aforesaid, for and during the said term of eight years, and shall and will, during the term aforesaid, provide and keep suitable and proper books of account of such sale or sales, and fairly and clearly make entries of such sale and sales, and send a true copy of the same every week to the said T. A. and T. T.; and keep the said books of account open for the inspection of all and each and every of the said parties hereto, and permit and suffer any or either of them, at all times during the said term of eight years (determinable as aforesaid), to have free access to such books of account, and to peruse the same and take copies or extracts therefrom, when and as often as any or either of them shall think proper: And further, that they the said W. B. and G. P. shall and will once in every year during the said term of eight years, (viz.) some time in the month of January, or at such other time as they shall be required so to do by the said T. A. and T. T., or either of them, and also at the end or sooner determination of the said term, or within twenty days next after such determination of the same, make and cast up a full, just, and general account and reckoning in writing of all and singular the goods, wares, and merchandizes had and received by them of and from the said T. A. and T. T., or either of them, and of the sale and produce thereof; and that upon finishing such yearly or general account, duplicates of the particulars thereof shall be written down and entered into two or more books to be provided for that purpose, and they the said parties shall subscribe their names to the foot or balance of every such account, and each of the said copartnerships to keep one of the said books for their own use; and that no item or items, debts or credits on such account, so passed and subscribed, shall be afterwards disputed, controverted, or called in question, unless some special error shall appear to have been made and passed therein, at any time during the said term of eight years, or at the end or sooner determination thereof: And further also, that in case either of the said parties hereto shall happen to die before the end of the said term of eight years, or other sooner determination thereof, or before or after any such general accounts so made up, stated, and subscribed between them in manner aforesaid, and there shall be any debts due from or to the said parties hereto on account of and arising from the aforesaid concerns, that then in that case all such debts as shall be then due from the said parties on account of the said concerns, shall be equally paid by the survivor or survivors, and the executors or administrators of the party or parties so dying, and that then and in such case, all and every the debts as shall be then due from either of the said parties to the other on account of the said concern, shall be likewise equally shared and divided between the said survivor or survivors, and the executors or administrators of such party so dying as aforesaid: And further, that they the said W. B. and G. P. shall and will find and provide sufficient and proper clerks, journeymen, porters, labourers, servants, and assistants, for the keeping the said accounts, receiving and delivering the said goods, wares, and merchandizes, and in all respects for the proper conduct and management of the said concern, and that each and every of them shall and will diligently personally attend to the same at their present or any future warehouse or warehouses, where the said concern is or shall be carried on: And further, that they the said W. B. and

G. P. shall not nor will on any account or pretence whatsoever, without the knowledge or consent of them the said T. A. and T. T. in writing first had and obtained, have, receive, or take any goods, wares, or merchandizes of the same description or kind with those consigned or sent to them by them the said T. A. and T. T., or either of them, into or upon their present or any future warehouse or warehouses so to be taken by them as aforesaid, upon commission, and for the purpose of vending, selling, or disposing thereof, for any person or persons whomsoever during the said term of eight years, (determinable as aforesaid), but that they the said W. B. and G. P. shall be at liberty to receive upon their said premises, with the knowledge of the said T. A. and T. T., any other different kinds of goods, wares, or merchandizes, upon commission or otherwise, any thing herein-before contained to the contrary thereof notwithstanding: And further, that they the said W. B. and G. P. shall and will twice in every year, during the said term of eight years (determinable as aforesaid), go to and attend at Bolton aforesaid, or any other manufactory hereafter to be taken by the said T. A. and T. T. for the manufacturing of muslins and dimity goods, or any other kind of goods as aforesaid, and permit and suffer the said T. A. and T. T. to come to and attend at the present warehouse, or any future warehouse or warehouses so to be taken by them the said W. B. and G. P. for the reception and sale of the aforesaid goods, wares, and merchandizes so to be manufactured by them the said T. A. and T. T. as aforesaid: And further, that they the said W. B. and G. P. shall and will well and truly pay or cause to be paid the rents and taxes, both parliamentary and parochial, which now are, or which during the aforesaid term of eight years (determinable as aforesaid) shall be charged or imposed upon the present or any future warehouse or warehouses and premises they may think proper to take, and also all salaries and wages due and payable to any clerks, journeymen, porters, labourers, servants, or assistants employed by them the said W. B. and G. P. in the carrying on the said concern, and also shall and will find and provide all stationery, coals, candles, and other necessary things for carrying on the said concern: And further, that they the said W. B. and G. P., or either of them, shall not nor will sell or dispose of any of the goods, wares, and merchandizes of them the said T. A. and T. T., consigned or committed, or to be committed to the charge and custody of them the said W. B. and G. P., upon any long or unreasonable credit, nor shall nor will give credit to any person or persons after they shall have received notice from the said T. A. and T. T. not so to do; and shall and will upon all occasions use their utmost and best endeavours to discover and find out the character and responsibility of all persons to whom they the said W. B. and G. P. shall sell any of the said goods, wares, or merchandizes, and not sell to any person or persons not worthy of credit, or of doubtful character or responsibility, and shall and will in all cases where they give credit upon the settlement of any account or accounts, credit the said T. A. and T. T. for the amount of all the goods, wares, and merchandizes so sold, or to be sold by them the said W. B. and G. P. as aforesaid, deducting therefrom the per-centage and allowances herein-after particularly mentioned; it being the intent and meaning of these presents, and of all and every the parties hereto, that all risk, losses, and bad debts arising from the sale and disposal of the said goods, wares, and merchandizes, after the sale and delivery thereof by the said W. B. and G. P., shall be borne and sustained by them the said T. A. and T. T.: And further, that the said T. A. shall and may at any time during the said term of eight years (determinable as aforesaid), if he shall think proper so to do, put and place any or either of his sons in the house of the said W. B. and G. P. as clerks or apprentices, paying and allowing a reasonable fee or premium for such clerk or apprentice; and in consideration of the care and diligence of them the said W. B. and G. P. in the selling and disposing of such goods, wares, and merchan-

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In Default thereof, Surveyor to remove and rebuild.	or to his foreman, such unsound materials, or materials deemed improper, shall not be removed by the said A., it shall be lawful for the surveyor to cause the same to be removed to such place as he may think proper, without any liability on his part, or on the part of the said B., for any loss or damage which may happen to the said materials, to be substituted in lieu of the materials which shall be so objected to as aforesaid; or in case of any part of the said works being improperly executed as aforesaid, to cause the same to be demolished and re-executed by such workmen as he shall think fit:
A. to pay the Costs of so doing.	And in either of the said cases, the said A. shall and will pay all such costs, charges, and expences as shall be incurred in the removal of such materials as aforesaid, and in the substitution of other materials in lieu thereof, or in the demolition and re-erection of all such parts of the said works as aforesaid, or the same shall be deducted from the balance which shall remain of the said sum, as liquidated damages. And that in case any addition to or
Provision for Extras or Omissions.	omission from the said drawings and specification, or any alteration or deviation therefrom, shall be made in any part of the said works by the order of the said B., or of his surveyor, it shall not in any manner make void or impeach this contract; but the value of every such addition or omission or alteration shall be ascertained by admeasurement and valuation, and such value, when ascertained, shall be either added to or deducted from the said sum of £——, as the case may be. And that the said A. shall and will
A. to erect a Hoard.	cause to be erected a hoard or fence, of the height of seven feet at least, to enclose the whole of the said intended works (on the east and south sides next the aforesaid court), and shall and will continue up and keep in repair the said hoard or fence during the execution of the several works, and cause the same, and all scaffolding and fencing, to be removed when desired by the said surveyor, and all rubbish and materials remaining after the completion of the said works shall cause to be taken away, and leave the whole of the said works, at the completion thereof, in the most perfect and proper state: And that the said A. shall and will effectually shore up and secure all
A. to shore up the adjoining Premises.	the premises adjoining as may be necessary, and shall and will repair and make good any damage that may happen to the same: And that all build-
Materials to belong to A.	ings, after the completion of the said works, become the property of the said A.: And that from the commencement up to the completion of the said
A. to have the sole Care of the Works.	works hereby agreed to be done, the said A. shall have and take on himself the whole care and management of the said works, and of every thing appertaining thereto; and the said B., his executors, administrators, or assigns, or their surveyor, shall not be in anywise charged or chargeable with or accountable for any materials, articles, or things whatsoever, which shall or may be removed, stolen, damaged, or destroyed on the said premises:
Time of Completion.	And that the said intended works shall be carried on with all reasonable expedition; and that the whole of the said intended works shall be com-
Payment by Instalments.	pletely finished on or before the —— day of —— next: And that in consideration of the works hereby covenanted and agreed to be done by the said A., he the said B., his executors or administrators, shall and will pay or cause to be paid unto the said A., his executors or administrators, the sum of £—— of lawful English money, by instalments of such respective amounts, and at such times as are herein-after mentioned; (that is to say), the first instalment shall be paid when the brick work shall have been carried up level with the one-pair floor, and the second instalment shall be paid when the roof shall be completely covered in; and that each of the said instalments shall be of such amount as shall be equal to four-fifth parts of the value of the works which, up to the time of such instalments becoming due, shall have been done in the said premises: Provided always, that none of the said instalments shall be paid or payable until the surveyor of the said B. shall have certified, in writing under his hand, that the same is become

due and payable: And that when the said works shall be completely finished, and all additions or omissions (if any) adjusted and ascertained, and the time and ultimate balance settled and certified by the surveyor of the said B., the said A., his executors or administrators, shall be paid the remaining part or balance of the said sum of £—— which shall be then due, upon producing such certificate from the said surveyor: And lastly, that all instructions for any additional works or omissions, or alterations to, from, or in the said works, and particularly contained in the said specification, drawing, and plans, shall be received from the surveyor of the said B. only, in writing under his hand, &c. (1). In witness, &c.

[After stating the usual obligation, proceed as follows]: Whereas by certain articles of agreement, bearing even date with the above-written bond or obligation, and made or expressed to be made between the above-bounden A. of the one part, and the above-named B. of the other part, he the said A., for the considerations therein expressed, hath contracted and agreed with the said B. to erect and build, on a piece of ground situate at ———, a certain warehouse, still-house, and three tenements, or dwelling-houses, in such manner and form, and at or within such time as in the said articles of agreement, and in a specification thereto annexed, and certain plans, elevations, and sections in the said specification and articles referred to, are particularly mentioned and set forth: And whereas on the treaty for the said contract it was agreed, that the said A. and Z. (surety) should enter into the above-written bond or obligation, as an additional security to the said B. for the due performance of the said articles of agreement, and of all and every the covenants, matters, and things therein contained, on the part and behalf of the said A., his executors or administrators, to be done and performed: Now the condition of the above-written bond or obligation is such, that if the above-bounden A., his executors or administrators, do and shall erect and build, complete and finish the said warehouse, still-houses, and three tenements or dwelling-houses, in and by the said articles of agreement contracted to be erected and built, at or within the time therein expressed for completing the same, and also do and shall well and truly observe, perform, fulfil, and keep all and every the covenants, contracts, clauses, articles, and agreements contained in the said articles of agreement, and which, by or on the part of the said A., his executors or administrators, are or ought to be observed, performed, fulfilled, and kept, within such times and in such manner, in all respects, as in the said articles of agreement are mentioned or required, according to the true intent and meaning of the said articles of agreement, and according to the aforesaid specification, plans, elevations, sections, and drawings therein mentioned or referred to, then the above-written bond or obligation shall be void and of no effect, but otherwise shall be and remain in full force and virtue.

Bond from the Builder and a Surety, in the usual Form of a joint and several Bond.

Surety.

Condition.

Articles of agreement indented and made the —— day of ——, in the year of ——, between [builder] of, &c. ship-builder, of the one part, and [merchant] of the same place, merchant, of the other part. Whereas (3)

Agreement under Seal for building or completing a Ship.(2)

(1) It is in general expedient to insert a proviso for payment of stipulated damages, in case the work is not done properly, or within limited time; see ante.

(2) See Bythewood, precedent, 325. As to contracts for building ships, &c. see ante, 3d vol. 271-2.

(3) If it be a contract for finishing a ship already upon the stocks, say, "Whereas there is now upon the stocks, in the yard of the said [builder] at, &c. the hull of a ship of the following dimensions; that is to say, (state the dimensions as in the next page): And whereas the hull of the said ship is already (state the degree of forwardness): And whereas the said [merchant] hath

Finishing.

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That the As-
signor shall have
the Profits of the
Trade, &c.

Covenant to
recommend Cus-
tomers. (1)

And for ———
Years shall not
hinder, &c.

advantage, take any counting-house, warehouse, or other place whatsoever within the cities of London and Westminster, or in any other place within the bills of mortality, wherein or whereby to set up, exercise, or in any sort of manner of use howsoever to use or follow the said trade or business of ———, unless it be by and with the consent of him the said C. D., his executors, administrators, and assigns (such consent to be in writing under his and their hands): And also that it shall and may be lawful to and for him the said C. D., his executors and administrators, at all times from henceforth, to have and take to and for his and their own use and benefit all the profit, proceed, gain and advantage, that shall or may arise or be had or made by virtue or means of any of the customers or correspondents now or at any time hereafter belonging to him the said A. B., or the counting-house or warehouse of the said messuage, or to the said trade and business thereof: And further also, that he the said A. B. shall and will, at all times from henceforth, during the space of one year, to the utmost of his power promote and encourage all the now present or late customers and correspondents of him the said A. B. to become and be the customers and correspondents of him the said C. D. in his said trade or business of a ———; and also endeavour to procure and obtain, that all and every such customers and correspondents of him the said A. B. shall from henceforth remain, continue, and be the customers and correspondents of him the said C. D.: And further also, that the said A. B., during the space of ——— years, shall not, by himself, or by or with any others, do or cause to be done any wilful act, matter, or thing whatsoever, whereby to disoblige, hinder, or deprive him the said C. D. of any such customers or correspondents which now do or shall or may at any time hereafter come to the said counting-house or warehouse, for the purpose of traffic or dealing, or whereby in any manner to obstruct or prejudice him the said C. D. in the said trade or business of a ——— (except that it shall and may be lawful for the said A. B. at any time to sue for any debt to him from such customers or correspondents): And for the more effectually establishing and confirming him the said C. D. in the said trade and business in the messuage or tenement aforesaid, it is hereby mutually declared and agreed by and between the said parties to these presents, for themselves, their executors and administrators, that to the intent the said trade or business may be the better carried on for the benefit and advantage of him the said C. D., it shall and may be lawful to and for the said C. D., at any time during the term aforesaid, to wait upon any such customer or customers, or to write to such correspondent or correspondents, in the name of him the said A. B., or as if he were sent by him, or were his partner, as often as he shall find occasion so to do; and that he the said A. B., during the said term of one year, at the request of the said C. D., shall and will, when and as often as occasion shall be or require, so come or appear in his proper person to any such customer or customers; and also shall and will write to such correspondent or correspondents, for the purpose of promoting the said trade or business of a ———, for the most benefit and advantage of the said C. D. In witness, &c.

Covenant in an
Assignment of a
Lease or an Un-
der-lease, not to
carry on Trades
in a House. (2)

That the said S. B., his executors, administrators, or assigns, shall not nor will permit or suffer any person or persons to inhabit or dwell in, use or occupy, the said demised premises, or any part thereof, who shall use or exercise therein or thereupon the trades or businesses herein-after mentioned; that is to say, the trade or business of a brewer, baker, vintner, victualler, butcher, poulterer, fishmonger, fruiterer, herb-seller, bagnio-keeper, coffee-house-keeper, distiller, dyer, brazier, smith, farrier, pipe-burner, melting-tallow-chandler, work-hatter, or who shall make auctions or

(1) As to this covenant, see ante, 189, n. 1,

(2) See 1 Barn. & Al. 617.

public sales of household goods or other things in or upon the said demised premises, or any part thereof, without the consent in writing of the said W. G., his executors, administrators, or assigns, first obtained for that purpose, the said trades or businesses being particularly excepted in the ground lease of the said demised premises, and it being the intention of the parties hereto that the said S. B., his executors, administrators, and assigns, shall be bound by all the covenants and agreements mentioned in the said indenture of lease.

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The condition of the above-written bond or obligation is such, that if the above-bound A. B. do or shall, at any time or times hereafter during the term or space of ——— now next ensuing, either directly or indirectly use, exercise, or follow the trade or business of a ——— in any place or places within the cities of London and Westminster, or in any place within the bills of mortality, or shall vend, sell, utter, or expose to sale any goods, wares, or merchandizes whatsoever, (if occasion, the thing may be particularly described), that do or shall concern or in anywise belong to the trade or business of a ———; then if his executors, administrators, or assigns, shall well and truly pay or cause to be paid unto the said C. D., his, &c. the full sum of ——— upon demand thereof, without fraud or delay, this obligation to be void; otherwise, &c.

Bond, that if a Person follows a Trade within the Cities of London and Westminster, or within the Bills of Mortality, he shall pay a certain Sum. (1)

Memorandum, that I (the lessor) of, &c. do hereby give full licence and liberty unto (the lessee) of, &c. to use, exercise, and carry on, upon the messuage or tenement and premises demised to him by an indenture of lease, bearing date on, &c., the trade or business of ———, and for that purpose, if he shall think proper, to convert the same into a shop or warehouse, for the sale of the several goods, wares, and other things incident and belonging to the said trade or business of ———: Upon this express condition nevertheless, that the said (lessee), his executors or administrators, do and shall, in such case, before the expiration of the term of ——— years granted to him by the said indenture of lease, re-convert the said premises into a private house or dwelling, and leave the same in such state of repair as is required by the terms of the said lease, and in such and the same manner, in all respects, as if this licence had not been given, or the said premises had not been converted into a place of sale for goods and merchandize. As witness my hand, this ——— day of ———.

A Licence to exercise a particular Trade in Waiver of a Restriction contained in a Lease, and to alter the Premises accordingly, Lessee engaging to restore the Premises to the same State. (2)

London, 29th November 1805.

We, whose names are hereunto subscribed as buyers, have this day severally bought of C. J., factor for W. H., owner or master of the ship Ann, the several parts or proportions of the cargo or loading of coals now on board the said ship, which are annexed and opposite to our respective signatures (the whole cargo or loading being computed to be 336 chaldrons), at £44 10s. per score, with metage and market dues, to be severally taken and received by us respectively, from and out of the said ship, at and after the rate of 40 chaldrons per day, and to be paid for by us severally, according to our respective proportions, on delivery of the same, viz. one-third value in cash, one-third in a note of 60 days, dated on the market-day after delivery, payable

Agreement between A., B., C., and D., to purchase a Cargo of Coals, in certain Proportions to be taken out of Vessel in a certain manner. (3)

(1) See Montefiore, 142; and ante, page , note.

[VOL. IV.]

(2) Wilde's Sup. 2 vol. 173.

(3) See 2 New Rep. 258.

[O]

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to the order of W. H., and the remaining one-third on the fourth market-day after the said delivery. And we the said buyers further severally agree to fix amongst ourselves the turns which we shall respectively take in working the said cargo, he or they whose turn shall happen to be the last taking the full residue of the cargo, be the same more or less than the computation ; and we severally hold ourselves liable to any loss or demurrage in case of detention occasioned by not fixing on our respective turns as' aforesaid ; and in case also of subsequent detention in working out the cargo, we hold ourselves severally and respectively liable for our several and respective defaults.

N. B.—The seller agrees to allow the buyer or buyers £2 per cent. on the one-third if paid in cash on the ship's delivery, and £2 per cent. on one-third if paid on the fourth market day after the ship's delivery, with one shilling per score for scorage.

	Chaldrons.
1st, N. H. J. buyer	- - - 84
4th, For D. M. and self, D. M. buyer	- - - 84
2d, For N.W. and self, and J. R., N. C. buyer	- - - 84
3d, W. J. buyer	- - - 84
C. J. factor.	

A Mortgage for securing Payment of the Price of Goods to be from time to time delivered on Credit. (1)

Test.
Proviso for Redemption.

This indenture, &c. [usual introductory part, and recital of the property to be mortgaged] : And whereas the said A. hath applied to and requested the said B. to supply him the said A. with goods in the way of his said trade or business of a ———, and which the said B. hath consented and agreed to do, upon the said A. securing to him the said B., by mortgage of the hereditaments herein-after mentioned, the payment of such sum and sums of money as shall become due for the said goods so to be sold or supplied by him the said B. as aforesaid, or in which the said A. shall become indebted to the said B. at any time thereafter in the way of his said trade or business, not exceeding in the whole the sum of £——; and the said A. hath agreed to make and execute such conveyance of the same hereditaments as is hereafter expressed or contained : Now this indenture witnesseth [the usual operative part and habendum, as in ordinary mortgages] : Provided always, and it is hereby agreed and declared, between and by the parties to these presents, that if the said A., his heirs, executors, or administrators, do and shall well and truly pay or cause to be paid unto the said B., his executors, administrators, or assigns, all sum and sums of money in which the said A. shall hereafter from time to time become indebted unto the said B. for goods to be sold and delivered by the said B. to the said A. in the way of his trade or business as aforesaid, and the end of the usual and accustomed time of credit, such sum or sums of money not exceeding in the whole, at any one time, the sum of £——; and do and shall make such payment without any deduction or abatement whatsoever for or in respect of any taxes, charges, assessments, impositions, or other cause, matter, or thing whatsoever already or hereafter to be taxed, rated, charged, assessed, or imposed on the said hereditaments and premises hereby granted and released, or intended so to be as aforesaid, or any part thereof, or upon the said B., his heirs, executors, administrators, or assigns, in respect of the same hereditaments and premises, by authority of parliament or otherwise howsoever, then the said B., his heirs, executors, administrators, and assigns, shall and will, at the request, costs, and charges of the said A., his heirs or assigns, well and sufficiently convey and assure the said several messuages or tene-

(1) From Mr. C.'s MS. 3d vol. 108.

ments and hereditaments, and all and singular other the premises hereby granted and released, and otherwise assured, and every part thereof, with the appurtenances unto and to the use of the said A., his heirs and assigns, or such other person or persons as he or they shall direct or appoint, freed and discharged of and from the said mortgage, and all claims and demands for or in respect of the same.

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Covenant from A. to pay B. all and every sum and sums of money whatsoever in which he the said A. shall become indebted to the said B. as aforesaid, not exceeding in the whole at any one time the sum of £——, and shall and will pay the same sum and sums of money at the end or expiration of the usual and accustomed time of credit, according to the proviso hereinbefore contained, and the true intent and meaning of these presents. [Usual mortgage covenants.]

This indenture, made on, &c. between (the debtor) of, &c. of the one part, and (the creditor) of, &c. of the other part. Whereas (2) the said (debtor) is indebted unto the said (creditor) in the sum of £—— (3), and being at present unable to pay the same, hath agreed to make such assignment or bill of sale to him of the goods, chattels, furniture, and effects mentioned in the schedule hereunder written, for the better securing the payment thereof, as herein-after is expressed: Now this indenture witnesseth, that in pursuance of the said agreement, and in consideration of the sum of £—— (4) so justly due and owing to the said (creditor) by the said (debtor), at the time of the sealing and delivery of these presents, as hereinbefore is mentioned, (which the said (debtor) doth hereby expressly admit and acknowledge), and also for and in consideration of the sum of 5s. of lawful current money of England, to the said (debtor) in hand well and truly paid by the said (creditor) at the time of the execution of these presents, the receipt whereof is hereby acknowledged, he the said (debtor) hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said (creditor), his executors, administrators, and assigns, all and singular the household furniture, beds, bedding, plate, china, linen, glass, books, pictures, and other the goods, chattels, and effects mentioned or described in or by the inventory or schedule thereof hereunder written, or hereunto annexed, and all the estate, right, title, interest, property, claim, and demand whatsoever, both at law and in equity, of him the said (debtor), of, in, or to the same and every of them respectively, to have and to hold, and take and enjoy the said household and other furniture, goods, chattels,

A Bill of Sale of Goods and Chattels for securing the Payment of a Sum of Money, with Variations where it is given only as a collateral Security, and is accompanied by a Bond or Warrant of Attorney; and also where it is made to a Purchaser. (1)

Recital of Debt. Witness, that in consideration of Sum owing, the Debtor bargains and sells the Furniture,

to hold to the Creditor.

(1) See Wilde's Sup. 1 vol. 322.

(2) If the bill of sale be made to a purchaser, say, "Whereas the said (purchaser) hath contracted with the said (vendor) for the absolute purchase of the several goods, chattels, and furniture and effects mentioned in the inventory or schedule thereof hereunder written, at or for the price or sum of £——."

Sale to a Purchaser.

(3) If the bill of sale be intended to accompany a bond or warrant of attorney as a collateral security, say, "Whereas the said (debtor) hath executed a bond or obligation [or warrant of attorney] in writing under his hand and seal, bearing or intended to bear even date with these presents, in the penal sum of £——, with a condition [or defeazance] thereunder written, for making void the same, on payment of the sum of £——, and interest after the rate of five per cent. per annum, on the —— day of —— now next ensuing: And whereas it hath been agreed, that for better securing the payment of the said sum of £——, the said (debtor) shall execute such bill of sale of the goods and effects mentioned in the schedule hereunder written, as herein-after is expressed."

Bond or Warrant of Attorney.

(4) If the bill of sale be made to a purchaser, this averment of the debt must be omitted.

Sale to Purchaser.

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Proviso for
Redemption.Covenant by
Debtor for
Payment of the
Money.

Warranty.

Bargain and Sale
of Fixtures, Fur-
niture, &c. (4)Bond or War-
rant of Attorney.Sale to Pur-
chaser.

and effects, and all and singular other the premises herein-before bargained and sold, or mentioned or intended so to be, with their and every of their rights, members, and appurtenances, unto and by the said (creditor), his executors, administrators, and assigns, to and for his and their own proper use and benefit; subject nevertheless to the proviso for redemption of the same premises herein-after contained; that is to say, provided always, and these presents are upon this express condition, that if the said (debtor), his executors, administrators, or assigns, do and shall well and truly pay unto the said (creditor), his executors, administrators, or assigns, at or in the dining-hall of the Inner Temple, London, between the hours of ten and twelve of the clock in the forenoon, the sum of £—— of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, with interest for the same after the rate of five per cent. per annum, on the —— day of —— next ensuing the date of these presents, without any deduction or abatement whatsoever, other than the present or any future tax upon property or income, or other tax in the nature thereof, payable by the said (creditor) in respect of the same, then and in such case the bargain and sale, or other assurance herein-before made, shall cease and be void to all intents and purposes whatsoever, and these presents (1) shall be forthwith delivered up to be cancelled: And the said (debtor) doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (creditor), his executors, administrators, and assigns, in the manner following; that is to say, that he the said (debtor), his executors or administrators, shall and will well and truly pay or cause to be paid unto the said (creditor), his executors, administrators, and assigns, the said sum of £——, with interest for the same, at the time and after the rate and in the manner aforesaid (2), and according to the true intent and meaning of these presents. And lastly, the said (debtor), for himself, his heirs, executors, and administrators, doth hereby warrant and defend, and from time to time, and at all times hereafter, agree to warrant and defend all and singular the household and other goods, chattels, and effects hereby bargained and sold, or otherwise assured, or mentioned or intended so to be, unto the said (creditor), his executors, administrators, and assigns, against all persons whomsoever (3). In witness, &c.

And this indenture further witnesseth, that for and in consideration of the sum of £—— of lawful and current money aforesaid, to the said (vendor) in hand well and truly paid by the said (purchaser), at or before the sealing and delivery of these presents, the receipt whereof the said (vendor) doth hereby acknowledge [and of and from the same, and every part thereof, doth acquit, release, and discharge the said (purchaser), his executors, administrators, and assigns, and every of them, as well by these presents as by a receipt for the same sum hereupon indorsed], he the said (vendor) [hath granted, bargained, and sold, and by these presents] doth grant, bargain, sell, and confirm, unto the said (purchaser), all and singular the several ranges,

(1) If the bill of sale accompany a bond or warrant of attorney, say, "together with the said herein-before in part executed bond or warrant of attorney."

(2) If the bill of sale accompany a bond or warrant of attorney, say, "in the manner herein-before, and in the condition [or defeazance] of the said in part recited bond [or warrant of attorney] appointed for payment thereof."

(3) If the bill of sale be to a purchaser, add, "and of which said goods, furniture, and effects, the said (debtor) hath this day put the said (creditor) in actual possession, by delivering unto him a chair in the name and in lieu of the whole thereof."

(4) See Barton's Precedents, 2 vol. 533.

grates, cupboards, cisterns, coppers, dressers, shelves, and other the goods, chattels, furniture, effects, matters, and things which are mentioned and set forth in the schedule or inventory hereunder written, or hereunto annexed, and every part and parcel thereof, and all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever of him the said (vendor), of, in, and to the same respectively; save only and except such of the said fixtures, &c. (if any) as are so affixed or fastened to the freehold of the said premises, as lawfully and rightfully to belong unto the lessor or ground landlord thereof; to have and to hold the said fixtures, goods, chattels, matters, and things last hereby granted, bargained, and sold, or mentioned or intended so to be, and every of them, and every part and parcel thereof, with their respective appurtenances, unto the said (purchaser), his executors, administrators, and assigns, as and for his and their own proper goods, chattels, and effects absolutely and for ever, free and clear of and from all liens, charges, and incumbrances affecting the same, and all or any account to be made or given by or to any person or persons whomsoever for or in respect thereof: [And the said (vendor), for himself, his executors and administrators, doth hereby and at all times hereafter will warrant and defend the same goods, fixtures, chattels, and effects, unto the said (purchaser), his executors, administrators, and assigns, against all persons whomsoever, and of which said goods, fixtures, chattels, and effects the said (vendor) has put the said (purchaser) in actual possession, by delivering unto him a chair (or other thing) in the name and in lieu of the whole thereof.]

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Warranty.

Be it known, that possession of the several fixtures, furniture, goods, and chattels within mentioned to be bargained and sold, or otherwise assured, and in the within-written schedule or inventory mentioned, was delivered by the within-named (vendor), in his own proper person, to the within-named (purchaser), in his own proper person (or as the case was), by the delivery of a chair (or other thing) in the name of the whole of the said goods and chattels, on the day and year first within written, and according to the purport of the within-mentioned indenture, in the presence of us,

Memorandum of Delivery of Possession of Fixtures, &c. to be indorsed. (1)

A. B.
C. D.

Know all men by these presents, that I A. B. of, &c. for and in consideration of the sum of £—— of lawful money of Great Britain to me in hand paid by C. D. of, &c. at or before the execution of these presents, the receipt whereof is hereby acknowledged, have bargained, sold, and delivered, and by these presents do bargain, sell, and deliver unto the said C. D. (here state the property assigned), to have and to hold the said hereby-bargained premises unto the said C. D., his executors, administrators, and assigns, to the only proper use and behoof of the said C. D., his executors, administrators, and assigns for ever: And I the said A. B., for myself and my executors and administrators, the said hereby-bargained premises, unto the said C. D., his executors, administrators, and assigns, against all persons, shall and will warrant and for ever defend by these presents. * In witness whereof, I the

Usual printed Form of an absolute Bill of Sale. (2)

(1) See Barton, 2 vol. 534. Under a bill of sale, exclusive possession must be taken by the purchaser of the goods, or the transaction will be void as to creditors; and if the vendor remain in possession, the goods may in general

be seized by a creditor under an execution, or by assignees in case of bankruptcy. See 1 Camp. 333, 4; 3 Taunt. 400; 1 Bos. & Pul. 82; 2 Bos. & Pul. 59.

(2) See also Montefiore, 102.

Vol. III. Ch. V. said A. B. have hereunto set my hand and seal, the — day of —, in
 the year of our Lord —, and in the — year of the reign of —.
 A. B. (L. s.)

Sealed and delivered (being first duly stamped), and
 delivery and seisin of the goods and premises above
 bargained and sold delivered by the said A. B. giving
 and delivering to the said C. D. — in the name of the
 whole goods and premises, in the presence of —.

The like, with a
 Clause for Re-
 demption on Pay-
 ment of a named
 Sum.

[Proceed same as the last to the asterisk, and then as follows]: Provided
 always, that if the said A. B., his executors, administrators, or assigns, do
 well and truly pay or cause to be paid unto the said C. D., his executors, ad-
 ministrators, or assigns, the full sum of £— of lawful money of Great
 Britain on, &c., for redemption of the said hereby-bargained premises, then
 this present bill of sale, and every thing herein contained, shall be void.
 In witness whereof, I the said A. B. have hereunto set my hand and seal,
 this — day of —, and in the year of our Lord —.

A. B.

Scaled, &c.

An Assignment
 of a Bill of Sale
 of Goods
 annexed. (1)

To all to whom these presents shall come, A. B. of, &c. sendeth greeting.
 Whereas C. D. of, &c. in and by his deed or bill of sale, under his hand and
 seal, bearing date, &c. (and which is annexed to these presents), did, for the
 consideration therein mentioned, bargain, sell, and deliver unto the said
 A. B., all and every his the said C. D.'s goods, wares, and merchandizes,
 remaining and being in a warehouse belonging to Messrs. B. and company,
 situated in Leadenhall-street, in the city of London, as is in the schedule
 or inventory to the same deed or bill of sale annexed particularly mentioned
 and expressed, and all his the said C. D.'s right, title, and interest therein
 and thereunto, to hold to and to the use of me the said A. B., my executors,
 administrators, and assigns for ever, as by the said recited deed or bill of
 sale, and the schedule thereunto annexed, reference being thereunto had,
 may more fully appear, which said bargained premises are in my possession,
 I having the key of the said warehouse situate as herein-before mentioned,
 wherein the said goods, wares, and merchandizes are remaining and being:
 Now know all men by these presents, that I the said A. B., for and in con-
 sideration of the sum of £— of lawful, &c. to me in hand paid by E. F.
 of, &c. the receipt of payment whereof I do hereby acknowledge, and myself
 therewith fully satisfied, have bargained, sold, assigned, and delivered, and
 by these presents in plain open market do bargain, sell, assign, and deliver
 unto the said E. F. all and every the goods, wares, and merchandizes in the
 above-recited bill of sale and schedule thereunto annexed mentioned, and
 thereby to me bargained and sold as aforesaid, to have and to hold the said
 bargained premises unto the said E. F., his executors, administrators, and
 assigns, for ever. Warranty. In witness, &c.

Agreement to
 ship Goods. (2)

— day of —. Memorandum, A. B. of, &c. agree to ship, and
 C. D. of, &c. owner of the ship —, E. F. master, agree to receive on
 board the said vessel, — tons of goods, viz. — at the rate of £—
 per ton, one-half payable on — bill of lading being signed, the other
 moiety on a right and true delivery of the said goods to the holders of the
 bills of lading, or to the agents or assigns of the said A. B. in — in the
 island of —. Witness our hands, &c.

To all, &c. A. B. of, &c. and C. D. of, &c. part owners of the ship or vessel called the Justina, of the burthen of 300 tons or thereabouts, whereof F. is master, send greeting: Whereas there is a cargo or adventure of — on board the said ship, and the said ship hath taken in at — of — on account of the part owners of the said ship, which — and — are to be sold and disposed of at —, for the owners account and benefit, according to their parts in the said ship: And whereas the said G. H. hath before the sealing hereof paid unto the said A. B. and C. D. the sum of £ — for the — part of the cost of the said —, the receipt and payment whereof the said A. B. and C. D. do hereby acknowledge, and hath paid or is to pay the sum of £ — for one — part of the costs of the said — at —, according to the bills drawn on the said A. B. and C. D. for the same: Now know ye, that for and in consideration of the several sums of £ — and £ — paid and to be paid to the said A. B. and C. D. by the said G. H. as aforesaid, the said A. B. and C. D. have bargained, sold, assigned, and set over, and by these presents do bargain, &c. unto the said G. H. the one full and equal — part of the cargo of — on board the said ship, and of and in the said — of —, and of and in all the produce, proceed, effects, gains, and advantage by and in respect thereof, or either of them, and all their and either of their right, title, claim, and demand of, in, and to the same; to have, hold, and receive the same unto the said G. H., his, &c., to his and their own proper use and uses, and as his and their own proper goods and chattels for ever: And they the said A. B. and C. D., for themselves, their, &c., do jointly and severally covenant, &c. to and with the said G. H., his, &c., by these presents in manner following, that is to say, that the said G. H., his, &c., shall and may at all times hereafter have, take, receive, and enjoy, to his and their own use and uses, one full and equal — part of all the produce, effects, proceed, profit, and advantage by and in respect of the said cargo or adventure or — laden on board the said ship, and likewise of the said — of — taken in at —, without any let, suit, trouble, denial, or interruption of or by the said A. B. and C. D., their, &c., or either or any of them; and free and clear of all former bargains, sales, assignments, debts, charges, and incumbrances whatsoever, by them or either of them committed, done, or suffered; and the said A. B. and C. D., their, &c. shall and will at all times hereafter do, perform, and execute such further acts, deeds, and things for the better assigning the said premises hereby sold and assigned unto the said G. H., his, &c., and for enabling him and them to demand and receive the same to his and their own proper use and uses, as by him or them, or his or their counsel, shall be reasonably advised, devised, and required. In witness, &c.

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An Assignment of Part of a Cargo on board a Ship. (1)

Whereas A. &c. by and with the order and consent of B. and C., of, &c., D. and E. of, &c. testified by their signing and sealing hereof, and for the account and risk of all them the said parties as hereafter mentioned, hath sent orders to Messrs. F. and G. merchants at Leghorn, and others elsewhere beyond the seas, for the buying of —, and other goods and merchandizes, and to ship and consign the same to or for the said A. at London. Now it is hereby mutually declared, covenanted, and agreed, by and between all of them the said A., B., C., D., and E., parties to these presents, for themselves, their executors, administrators, and assigns respectively, as follows, that is to say, that they the said parties respectively are and shall and will be concerned in and for the respective parts as well of all such —, and other goods and merchandizes which the said A. hath already given, or at

Agreement between Merchants (concerning Goods bought at Leghorn,) that each will be concerned in an equal Part, and pay Proportion of all Charges.

(1) Montefiore, 84.

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any time or times hereafter, by the order or with the consent of them the said B. and C., and the said D. and E., or either of them, in writing under their hands in that behalf, shall give order or orders to the said Messrs. F. and G., or any other person or persons beyond the seas, to buy, and which shall be so bought by them or any of them, and sent and consigned to the said A. at London, according to their parts therein as follows, viz. the said A. is and shall and will be concerned in one full third part thereof, the said B. and C. &c.; and that they the said parties, their executors and administrators respectively, shall and will pay their respective full parts of the prime costs, commissions, and customs, and all charges for and on account of the said goods, and will likewise bear the risk and all damages by or in respect of the said parts thereof, and upon the arrival of any of the said goods at London, they the said parties, their executors and administrators, shall and will divide the same into three equal parts or shares, and take and receive their said respective parts thereof; and that no benefit or advantage of survivorship shall be had or taken by or between the said parties in case of the decease of any of them in the mean time. In witness, &c.

Bill of Sale of
Goods and Mer-
chandizes by
Indenture. (1)

This indenture, made, &c. between, &c., witnesseth, that the said A. B. for and in consideration of the sum of £—— of lawful money of Great Britain in hand well and truly paid by the said C. D. at and before the sealing and delivery of these presents, the receipt and payment whereof the said A. B. doth hereby acknowledge, hath bargained, sold, released, granted, delivered, and confirmed, and by these presents doth bargain, sell, release, grant, deliver, and confirm unto the said C. D., all, &c., (here name the goods and merchandizes); to have and to hold the said goods, &c., and every of them, by these presents bargained, sold, released, granted, and confirmed, unto the said C. D., his executors, administrators, and assigns for ever: And the said A. B., for himself, his executors and administrators, all and singular the said goods and merchandizes unto the said C. D., his executors, administrators, and assigns, against him the said A. B., his executors, administrators, and assigns, and against all and every other person or persons whatsoever, shall and will warrant and for ever defend by these presents: Provided always, and it is hereby agreed between the said parties to these presents, that if the said A. B., his executors, administrators, or assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said C. D., or his certain attorney, executors, administrators, or assigns, the sum of £—— on the —— day of —— for the redemption of the said hereby-bargained premises, then these presents, and every clause, article, condition, and thing herein contained, shall cease, determine, and be utterly void, otherwise to be and remain in full force, virtue, and effect: And the said A. B., for himself, his executors and administrators, doth covenant and grant to and with the said C. D., his executors, administrators, and assigns, by these presents in manner following; that is to say, that in case the said A. B., his executors or administrators, shall make default in payment of the said —— or any part thereof on the said —— day of —— herein-before for that purpose mentioned, then the said C. D., his executors, administrators, and assigns, shall and may, for the consideration aforesaid, peaceably and quietly have, hold, and enjoy to his and their own proper use and behoof for ever the said ——, and all the said premises above by these presents bargained, sold, released, granted, delivered, and confirmed, or mentioned or intended so to be, and every part and parcel thereof, with all and singular the appurtenances, without any lawful let, suit, trouble, moles-

tation, or denial of the said A. B., his executors or administrators, or any other person or persons whatsoever: And also that he the said A. B., his executors and administrators, shall and will well and truly pay or cause to be paid unto the said C. D., his executors, administrators, or assigns, the said sum of ——— in manner and form aforesaid, according to the true intent and meaning of these presents: And the said C. D., for himself, his executors, administrators, and assigns, doth covenant, promise, and agree to and with the said A. B., his executors, administrators, and assigns, by these presents, that he the said C. D., his executors, administrators, and assigns, shall and will immediately after the receipt of the said sum of ———, according to the true intent and meaning of the condition aforesaid, upon the request of the said A. B., well and truly deliver unto the said A. B., his executors, administrators, or assigns, the said ———, and all other the said premises, which the said C. D. received of the said A. B. at and before the sealing and delivery of these presents, in as good plight and condition as the same and every of them at this present time now are. In witness, &c.

Sealed and delivered (being first duly stamped), and livery and seisin of the goods and merchandizes, &c.

This indenture, made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said A. B., on or about the month of ——— last past, shipped on board the ship or vessel called the *Justina*, whereof E. F. was then master, and which was then riding at anchor in the river of Thames, and bound for ———, the goods, wares, and merchandizes herein-after mentioned and described, which said ship and merchandizes, on or about the ——— day of ——— last past, was taken by a French ship of war, and retaken on or about the ——— day of the same month, by the *St. Joseph* privateer of Liverpool, and carried into, and is now in the said port, by which retaking, the captors belonging to the said privateer are entitled to ——— parts of the said goods, the other ——— parts remaining the property of the said A. B.: Now this indenture witnesseth, that the said A. B., for and in consideration of the sum of £—— of, &c. which he is indebted to the said C. D., on account of goods heretofore sold and delivered by the said C. D. to him the said A. B., and the charges thereon, hath granted, bargained, sold, and assigned, and by these presents doth, &c., unto the said C. D., his executors, administrators, and assigns, all his ——— parts, shares, right, title, interest, and property of and in (insert the quality and quantity of the goods), which goods, wares, and merchandizes were as aforesaid shipped on board the said ship, and are now at ——— aforesaid, and are or were marked or numbered as in the margin of the bill of lading hereunto annexed, reference being thereunto had, may more fully appear; to have and to hold the said parts and shares of the said goods, wares, and merchandizes to the said C. D., his executors, administrators, and assigns for ever: Provided nevertheless, that if the neat produce arising from the sale or disposal of the said ——— parts or shares of the said goods, wares, and merchandizes, after deducting all necessary charges and expenses on account of the same, shall amount to more than the said sum of ———, then the said C. D. does hereby, for himself, his executors, administrators, and assigns, covenant, promise, and agree to and with the said A. B., his executors, administrators, and assigns, that he the said C. D. shall and will be accountable for, and pay such surplus to the said A. B., whenever he shall be thereto required after such sale and disposal. In witness, &c.

Bill of Sale of
—— Parts of
Goods on board
a Ship, (the
other ——— Parts
being Salvage,
the Ship having
been taken by
the French and
re-taken) in
Consideration of
a Debt, with a
Covenant from
the Bargainer to
be answerable
for the Surplus
Value beyond
the Amount of
the Debt. (1)

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Bond to secure
the Value of
certain Goods
sent on a Ven-
ture to the East
Indies. (1)

Know all men by these presents, that I A. B. of, &c. purser of the *Minerva* East Indiaman, R. F. esquire, commander, now bound on a voyage to the East Indies, am held and firmly bound to C. D. of, &c. in £1000, &c. Whereas the said A. B. as purser of the said ship hath agreed to take with him to the East Indies, upon the account and at the risk of the said C. D., the following goods and effects of the said C. D., viz. six gold watches, &c. &c. being together of the value of £500, and there to dispose of the same in the best and most advantageous manner he can for the said C. D., his executors and administrators, in consideration of his the said A. B.'s allowing to retain and apply to and for his own use and benefit one moiety or half part of the clear gains or profits to arise or be made by or from the sale or disposition of the said goods and effects over and above the aforesaid value or sum of £500: And the said A. B. hath entered into the above-written bond or obligation to secure the consideration or return of the said goods accordingly in the manner herein-after expressed: Now the condition of the above-written bond or obligation is such, that if the said A. B. shall and do use his best endeavours to dispose of the said goods and effects in the East Indies to the best advantage, and in case of such sale thereof, he the said A. B., his executors or administrators, shall and do upon his return to England, or otherwise as soon as conveniently may be, well and truly pay or cause to be paid unto the said C. D., his executors or administrators, the said sum of £500, as the present value (in England) of the said goods, together with one full clear moiety or half part of the clear monies, gains, or profits to arise or be made (by the said A. B.) by or from or by means of the said goods in the East Indies, over and above the said sum of £500, as and for the full consideration for the said goods, or in case the said goods so taken out by the said A. B. shall remain unsold, that then the said A. B., his executors or administrators, shall return or re-deliver the same to him the said C. D., his executors or administrators, in as good condition as the same now are, (inevitable casualties or accidents by fire or tempests happening to destroy the same only excepted); then and in either of the said cases the above-written bond or obligation shall be void and of no effect, but otherwise shall be and remain in full force and virtue.

Agreement for
the Sale of a
Parcel of Goods
on Arrival of a
Ship.

Memorandum of an agreement made this ——— day of ———, in the year of 18—, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. The said A. B. for himself, his executors, administrators, and assigns, doth promise and agree to and with the said C. D., his executors, administrators, and assigns, that he the said A. B., for the considerations and at the price hereafter mentioned, shall and will deliver or cause to be delivered unto the said C. D., his executors, administrators, or assigns, in the river Thames, freight free and clear from damage, ——— weight of beads of the several sorts and agreeable to the several patterns hereunto annexed; and the said C. D. for himself, his executors, administrators, and assigns, doth promise and agree to and with the said A. B., his executors, administrators, or assigns, that he the said C. D., his executors, administrators, or assigns, shall and will, upon notice to him or them given by the said A. B., his executors, administrators, or assigns, of the said beads being arrived in the river Thames, receive or cause the same to be received from on board such vessel, wherein the same shall be imported or shall then be, and shall and will well and truly pay or cause to be paid unto the said A. B., his executors, administrators, or assigns, so much lawful, &c. as the said ——— weight of beads shall amount unto at the rate of ——— per pound, and shall

and will also bear, pay, and discharge all the custom duties and other charges to be paid for and in respect of the said beads after their arrival in the river Thames, freight excepted; and for the true performance, &c. In witness, &c. Vol. III. Ch. V.

Know all men by these presents, that I A. B. of, &c., administrator of the within-named C. D. late of, &c. deceased, for and in consideration of, &c., the receipt, &c., have granted, bargained, sold, and assigned, and do hereby grant, &c., and the said E. F. of, &c., the within-written articles of agreement, and all and every the goods, wares, and merchandizes mentioned in the schedule hereunto annexed, and all or any sums of money to become or grow due by or upon any covenant or agreement therein contained, and all right of action, estate, benefit, advantage, claim, and demand whatsoever relating thereto, to which thereby or otherwise in any manner I am entitled, to have, hold, receive, take, and enjoy all and singular the said goods and merchandizes, and all other the premises, with the appurtenances, unto the said E. F., his, &c., to his and their own use and uses, and as his and their own proper goods and chattels, from henceforth for ever, free and clear of all former and other estates, debts, charges, and incumbrances whatsoever, committed, done, or suffered by me the said A. B., or the said C. D. deceased, or any other person or persons whatsoever; and I the said A. B. do make, &c. the said E. F., his, &c., to be my true and lawful attorney, to demand, &c. all and singular the said premises before bargained, &c., by all lawful ways and means whatsoever; and upon the receipt, &c. In witness, &c.

An Assignment by Indorsement of Articles of Agreement for the Sale of Goods. (1)

This indenture of two parts, made the — day of —, in the — year of the reign, &c., and in the year of our Lord —, between the (assignor) of, &c. of the one part, and the (assignee) of, &c. of the other part. Whereas by a bond or obligation in writing, under the hand and seal of the (obligor) of, &c., bearing date the — day of —, which was in the year —, the said (obligor) became bounden, for himself and his heirs, to the said (assignor), his executors, administrators, and assigns, in the penal sum of £—, with a condition thereunder written for making void the same, on payment (3) of the sum of £—, together with interest for the same, after the rate of five per cent. per annum, on the — day of — then next ensuing (4): And whereas there now remains due to the said

Assignment of a Bond for Payment of Money. Variations where the Bond is for the Transfer of Stock; where it is for the Performance of Covenants; where the Assignment is of a Bond of Indemnity; where a Judgment entered upon the Bond is also assigned. (2)

Recital of a Bond for Payment of Money, Transfer of Stock.

Bond of Indemnity.

Bond for Performance of Covenants.

Judgment on Warrant of Attorney.

(1) Montefiore, 24.

(2) See Wilde's Sup. 1st vol. 187. Montefiore, 28, 34.

(3) If the bond be for the transfer of stock, say, "with a condition thereunder written for making void the same, on transferring the sum of £— three per cent. consolidated bank annuities into the name of the said (assignor), his executors, administrators, and assigns, in the books of the governor and company of the bank of England, on the — day of — then next ensuing, and paying in the meantime, and until such transfer, such sum and sums of money as would be equal to the dividends thereof."

If the assignment be of a bond of indemnity, say, "with a consideration thereunder written for indemnifying and saving harmless the said (assignor), his heirs, executors, administrators, and assigns, from and against all and every the covenants, payments, agreements, matters, and things contained or referred to, in or by a certain indenture of —, of the — day of —, therein recited."

If the bond be for the performance of covenants, say, "with a consideration thereunder written for the performance and observance of certain covenants, clauses, provisos, and agreements contained in an indenture of —, of the — day of —, therein recited."

(4) If judgment obtained by a warrant of attorney be also assigned, say, "And whereas for the better securing the payment of the said sum of £—, the said (obligor) executed a warrant of attorney, bearing even date with the said bond, authorizing certain attorneys therein named to confess judgment thereupon in his majesty's court of —: And whereas judg-

Vol. III. Ch. V. (assignor) the sum of £—— for principal and interest on the said bond (1):

And whereas the said (assignor), in consideration of the sum of £——, hath agreed to assign the herein-before in part recited bond, and all principal and interest monies thereby secured: Now this indenture witnesseth, that in pursuance of the said agreement, and in consideration of the sum of £—— of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, to the said (assignor), in hand well and truly paid by the said (assignee), at or immediately before the sealing and delivery of these presents, the receipt whereof the said (assignor) doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, exonerate, and for ever discharge the said (assignee), his executors, administrators, and assigns, as well by these presents as by the receipt for the same sum hereupon indorsed, he the said (assignor) hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said (assignee), his executors, administrators, and assigns, all (2) that the herein-before in part recited bond or obligation made and entered into by the said (obligor), unto the said (assignor), his executors, administrators, and assigns, in the penal sum of £——, and also all that the said penal sum, and also all benefit and advantage whatsoever to be had or derived thereupon, and all the estate, right, title, interest, property, claim, and demand whatsoever, both at law and in equity, of him the said (assignor), in, to, or concerning the same, to have and to hold the said bond or obligation, penal sum, and other the premises hereby assigned, or mentioned or intended so to be, unto the said (assignee), his executors, administrators, and assigns, to and for his and their own proper use and benefit. And for the better and more effectually enabling the said (assignee), his executors, administrators, and assigns, to enforce the payment of, and receive the monies due or to become due upon the said bond, he the said (assignor) hath made, deputed, constituted, and appointed, and by these presents doth make, depute, constitute, and appoint the said (assignee), his executors, administrators, and assigns, his true and lawful attorney and attornies, irrevocable, for him the said (assignor), and in his name, and in the name or names of his executors or administrators, but for the sole and proper use and benefit of the said (assignee), his executors, administrators, and assigns, to demand, sue for, recover, and receive, of and from the said (obligor), and all and every other the person and persons to whom it shall and may belong, to pay the same, all and every the sum and sums of money now or at any time, and from time to time hereafter, to grow or become due, or be payable upon or by virtue of the said bond; and on non-payment thereof to use and take all such lawful and equitable ways and

Witness that in consideration of £——

the Assignor assigns the Bond;

to hold to the Assignee absolutely.

Power of Attorney.

Judgment obtained in an Action of Debt.

Bond previously assigned.

ment was confessed and entered upon record of the said court as of —— term then next ensuing, as by reference thereto will more fully appear."

If the judgment were obtained in an action of debt, say, "And whereas default being made in payment of the said sum of £—— and interest, on the day mentioned in the condition of the said in part recited bond, he the said (assignor) did, in —— term last past, obtain a judgment in his majesty's court of —— at Westminster, in an action of debt on the said bond for the sum of £——, besides costs of suit against him the said (obligor), as by the record of the said judgment, reference being thereto had, will more fully and at large appear."

(1) If the bond have been previously assigned, add, "And whereas by indenture bearing date the —— day of ——, and made or expressed to be made between (the obligee) of, &c., of the one part, and the said (present assignor), of the other part, the said (obligee) assigned over the said bond or obligation, and the said sum of £—— due thereon, unto and for the sole use and benefit of the said (present assignor), his executors, administrators, and assigns."

(2) If the assignment be of a judgment recovered on the bond, say, "all that the said bond or obligation entered into by the said (obligor), unto the said (assignor), his executors, administrators, and assigns, in the penal sum of £——, together with the judgment so recovered thereon as aforesaid, and all benefit and advantage whatsoever to be had or derived therefrom, or from any process, extent, or other executions or execution to be thereupon had, sued out, or executed."

means for obtaining or recovering the same, as shall be deemed necessary or expedient in that behalf; and on payment thereof, to deliver up or cancel the said bond, and to give sufficient releases and discharges for the monies due thereon (1), and one or more attorney or attornies under him the said (assignee), his executors, administrators, or assigns, for any of the purposes aforesaid, to nominate, substitute, or appoint, and from time to time to remove and displace, as he or they shall think fit, he the said (assignor) hereby transferring and giving unto the said (assignee), his executors, administrators, and assigns, his full and whole power and authority in the premises, to every intent and purpose, and ratifying and confirming, and agreeing to ratify and confirm, all and whatsoever he or they shall lawfully do or cause to be done in or about the premises by virtue of these presents. And the said (assignor), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (assignee), his executors, administrators, and assigns, in the manner following; that is to say, that for and notwithstanding any act, deed, matter, or thing by him the said (assignor) made, done, committed, or suffered to the contrary, the said bond or obligation hereby assigned (2), or mentioned or intended so to be, is still subsisting and in force, and that the sum of £—— mentioned in the condition thereof, and secured to be paid by the same, as herein-before is mentioned, is still due and owing to him the said (assignor); and that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (assignor), at the time of the sealing and delivery of these presents, hath in himself good right and full and lawful power and authority to assign and transfer the said bond or obligation (3), sum of money, and premises, unto the said (assignee), his executors, administrators, and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents; and also, that he the said (assignor), his executors or administrators, shall not nor will, at any time hereafter, receive the said sum of £——, or the interest thereof; nor make, do, execute, or knowingly occasion or suffer any act, deed, matter, or thing whatsoever, whereby or by means or in consequence whereof the said (assignee), his executors, administrators, or assigns, shall or may be prevented, hindered, or interrupted from receiving, recovering, or enforcing payment of the same or any part thereof; and also, that he the said (assignor), his executors and administrators, shall and will, at any time or times hereafter, at the request and expence of the said (assignee), his executors, administrators, and assigns, do and execute all such further lawful and reasonable acts, deeds, matters, and things, not only for the better and more effectually or satisfactorily assigning the said bond or obligation, and other the premises aforesaid, unto the said (assignee), his executors and administrators, but also in or for assigning the same unto any other person or persons whomsoever, and enabling the said (assignee), his executors, administrators, and assigns, to recover and receive all and singular the said monies and premises, to and for his and their own use and benefit (5),

Covenant by Assignor, that Bond is subsisting;

that he has Power to assign;

will not receive] the Money; nor prejudice the Assignment. (4)

Further Assurance.

(1) If the bond be accompanied by a judgment, say, "and to acknowledge or cause to be acknowledged satisfaction upon the said judgment."

(2) If a judgment recovered on the bond be also assigned, say, "the said bond or obligation and judgment hereby assigned, or mentioned or intended so to be, are still subsisting and in force, and that the same, or either of them, or any execution or other remedy to be had or issued by virtue thereof, are not in anywise defeated or prevented."

(3) If a judgment be also assigned, say, "the said bond or obligation and judgment," throughout the precedent.

Judgment.

Judgment.

(4) As to this covenant, and what constitutes a breach, see 5 Bar. & Ald. 712.

(5) If the bond be accompanied by a judgment, add, "and for confirming all actions, suits, processes, executions, and other lawful proceedings whatsoever, which shall or may be had, prosecuted, or sued out against the said (debtor), his heirs, executors, or administrators, or his, their, or any of their lands, tenements, goods, or chattels, in the name of him the said (assignor), upon or by virtue thereof."

Judgment.

Vol. III. Ch. V. as he or they, or his or their counsel in the law, of the degree of a barrister, shall advise or require. (Add a covenant by the assignee to indemnify assignor). In witness, &c.

An Assignment
of a simple Con-
tract Debt. (1)
Recital of a
Debt.

Witness that in
consideration of
£—

the Assignor
assigns the Debt;

to hold to the
assignee abso-
lutely.

Letter of At-
torney.

This indenture, made the ——— day of ———, in the ——— year of the reign, &c., and in the year of our Lord ———, between (the assignor) of, &c., of the one part, and (the assignee) of, &c., of the other part. Whereas (the debtor) of, &c. is indebted unto the said (assignor) in the sum of £—— (2), for goods sold and delivered, (or as the case may be): And whereas the said (assignor) hath agreed with the said (assignee) to assign to him the said debt, in consideration of the sum of £——: Now this indenture witnesseth, that in pursuance of the said agreement, and in consideration of the sum of £——, of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, to the said (assignor) in hand well and truly paid by the said (assignee), at or before the sealing of these presents, the receipt whereof the said (assignor) doth hereby acknowledge, and of and from the same doth acquit, release, exonerate, and for ever discharge the said (assignee), his executors, administrators, and assigns, as well by these presents as by the receipt for the same sum hereupon indorsed, he the said (assignor) hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said (assignee), his executors, administrators and assigns, all that the said debt or sum of £—— so now due and owing unto him the said (assignor) by the said (debtor), and all the estate, right, title, interest, claim, and demand whatsoever, both in law and in equity, of him the said (assignor), of, in, or to the same, or any part thereof (3), to have, hold, receive, and take the said debt or sum of £——, and other the premises hereby assigned, or mentioned or intended so to be, unto and by him the said (assignee), his executors, administrators, and assigns, to and for his and their own proper use and benefit, without any account or satisfaction to be hereafter rendered or given to the said (assignor), his executors, administrators, or assigns, for or concerning the same. And for the better and more effectually enabling the said (assignee), his executors, administrators, and assigns, to enforce the payment of and receive the said assigned premises, he the said (assignor) hath made, deputed, constituted, and appointed, and by these presents doth make depute, constitute and appoint the said (assignee), his executors, administrators, and assigns, his true and lawful attorney and attornies, irrevocable for him the said (assignor), and in his name, and in the name or names of his executors or administrators, but for the sole and proper use and benefit of the said (assignee,) his executors, administrators, and assigns, to demand, sue for, recover, and receive from the said (debtor), and all and every other the person or persons to whom it shall and may belong to pay the same, the said debt or sum of £——, together with all and every

Debtor a Bank-
rupt.

(1) See Wilde's Sup. 1 vol. 179, and see last precedent and notes, and 5 Bar. & Ald. 712.

(2) If a commission of bankrupt have been issued against the debtor, say, "Whereas (the debtor) of &c., is justly indebted unto the said (assignor) in the sum of £—— for goods sold and delivered (or as the case may be): And whereas a commission of bankrupt under the great seal of the united kingdom of Great Britain and Ireland, bearing date at Westminster, the ——— day of ——— last past, hath been awarded against the said (debtor), and he hath been thereupon duly found and declared a bankrupt: And whereas the said (assignor) hath come in and proved his said debt under the said commission; but hath not received any dividend from the estate and effects of the said (debtor) in respect thereof: And whereas the said (assignor) hath agreed, &c.," as above.

Debtor a Bank-
rupt.

(3) If the debtor be a bankrupt, say, "together with all and every sum and sums of money, dividend and dividends, benefit and advantage whatsoever, which now hath or hereafter shall or may be received or arise by virtue of the said commission of bankrupt, or otherwise howsoever, for or in respect of the said debt or sum of £——."

the sum and sums of money from time to time to grow due or be payable in respect thereof; and upon non-payment thereof to use and take all such lawful and equitable ways and means for obtaining or recovering the same, as shall be deemed necessary or expedient in that behalf; and on payment thereof to give sufficient releases and discharges for the money due thereon, and one or more attorney or attornies under him the said (assignee), his executors, administrators, or assigns, for any of the purposes aforesaid, to nominate, substitute, or appoint, and from time to time to remove and displace, as he or they shall think fit; he the said (assignor) hereby transferring and giving unto the said (assignee), his executors, administrators, and assigns, his full and whole power and authority in the premises, to every intent and purpose, and ratifying and confirming, and promising and agreeing to ratify and confirm, all and whatsoever he or they shall lawfully do or cause to be done in or about the premises, by virtue of these presents. And the said (assignor), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, declare, and agree, with and to the said (assignee), his executors, administrators, and assigns, in the manner following; that is to say, that for and notwithstanding any act, deed, matter, or thing whatsoever, by him the said (assignor) made, done, committed, or suffered to the contrary, the said debt or sum of £—— is still due and owing to him by the said (debtor); and that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said (assignor), at the time of the sealing and delivery of these presents, hath in himself good, right, and full and lawful power and authority to assign and transfer the said debt or sum of £—— and premises unto the said (assignee), his executors, administrators, and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents; and that he the said (assignor), his executors or administrators, shall not nor will at any time hereafter receive the said debt or sum of £——, or any part thereof, nor make, do, execute, or knowingly occasion or suffer any act, deed, matter, or thing whatsoever, whereby, or by means, or in consequence whereof the said (assignee), his executors, administrators or assigns, shall or may be prevented or hindered from recovering, enforcing payment of, or receiving the same or any part thereof; and also, that he the said (assignor), his executors and administrators, shall and will at any time or times hereafter, at the request and expence of the said (assignee), his executors, administrators, and assigns, do and execute all such further and other lawful and reasonable acts, deeds, matters, and things whatsoever, not only for the better and more effectually and satisfactorily assigning the said debt or sum of £—— unto the said (assignee), his executors, administrators, and assigns, but also for assigning the same unto any other person or persons whomsoever, and enabling the said (assignee), his executors, administrators, and assigns, or the said person or persons, to recover and receive the same to and for his and their own proper use and benefit, or otherwise, as he or they, or his or their counsel in the law of the degree of a barrister, shall advise or require. And the said (assignee) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (assignor), his executors, administrators, and assigns, in manner following; that is to say, that he the said (assignee), his executors, administrators, and assigns, shall and will from time to time, and at all times hereafter, save, defend, keep harmless, and indemnified, the said (assignor), his heirs, executors, and administrators, of, from, and against all costs, charges, damages, and expences whatsoever, which shall or may in any manner fall upon, be recovered against, or become payable by the said (assignor), his executors or administrators, for or by reason or means of any action or suit, or other legal or equitable proceeding which shall or may be brought or prosecuted by him the said (assignee), his exe-

Covenant by Assignor that the Debt is subsisting.

Will not receive the debt.

Further Assurance.

Covenant by Assignee, to indemnify assignor.

Vol. III. Ch. V. cutors, administrators, or assigns, in the name or names of him the said (assignor), his executors or administrators, by virtue of these presents, or of any power or authority herein contained. In witness, &c.

Short Covenants in Assignment, of Chose in Action. (1)

And also that the several principal and other sums of money and property hereby assigned, or otherwise assured or intended so to be, and every of them, and every part thereof respectively, are now due and owing to the said A., and are free from all incumbrances, made, done, or committed by him the said A.; and also that he the said A. now hath in himself full power, good right, and lawful and absolute authority to bargain, sell, assign, transfer and set over the same principal and other sums of money, interest, and property respectively, hereby assigned, or otherwise assured or intended so to be as aforesaid, and every part and parcel thereof, to the said B., his executors, administrators, and assigns, upon the trusts, and in the manner aforesaid, according to the true intent and meaning of these presents. And that it shall and may be lawful to and for the said B., his executors, administrators, and assigns, to have, hold, receive, take, and enjoy the said principal and other sums of money and property hereby assigned, or otherwise assured, or intended so to be, and every part thereof, without any lawful let, suit, hindrance, or denial of him the said A., his executors, administrators, or assigns, or any person or persons rightfully claiming or to claim, by, from, under, or in trust for him or them; and further, that he the said A., his executor or administrator, shall not nor will at any time or times hereafter, without the consent in writing of the said B., his executors, administrators, or assigns, or the order, judgment, or decree of some courts of law or equity, for that purpose first had and obtained, release, acquit, or discharge all or any part of the principal and other monies, interest, and property hereby assigned or otherwise assured or intended so to be, nor without such consent, order, judgment or decree, revoke or determine all or any of the powers and authorities heretofore mentioned and given to the said B., his executors, administrators, and assigns. And moreover [covenant for further assurance.] In witness, &c.

Assignment for Service in Barbadoes by Indorsement. (2)

Know all, &c., that the within named A. B., for divers good causes and considerations him thereunto moving, and with the consent of the within named E. F., testified by the signing these presents, doth assign, transfer, and set over unto C. D. of Bridge Town in the said island of Barbadoes, merchant, his executors, administrators, and assigns, the within written indenture, and all his right, title, interest, claim, and demand whatsoever of and into the same, and to the service of the said E. F., therein and thereby agreed and covenanted to be performed, by virtue hereof, or otherwise howsoever, he the said C. D., his executors, administrators, and assigns, paying the wages of the said E. F., and performing all the other matters, covenants, and agreements therein contained, which on the part of the said A. B. are to be paid and performed, as within mentioned. In witness, &c.

Bill of Sale of Wages due from the Honourable East India Company. (3)

To all people to whom these presents shall come, I ———, late belonging to the East India ship the ———, do send greeting: Know ye, that I the said ———, for and in consideration of £——, of lawful money of Great Britain, to me in hand paid at and before the sealing and delivery hereof, by ———, the receipt whereof I do hereby acknowledge myself to

(1) See a form, and the law, 5 Bar. & Ald. 712.

(2) Montefiore, 26.

(3) Montefiore, 106.

be therewith fully satisfied, have and by these presents do fully and absolutely bargain, sell, alien, and assign unto the said ——— all my wages or pay due to me for my service on board the said East India ship the ———, in the service of the united company of merchants of England trading to the East Indies, to have and to hold the said bargained premises, and the full money due for the same, unto the aforesaid ——— executors, administrators, and assigns, as ——— or their own proper goods and chattels, to their own use and uses for ever, together with full power and authority to receive the same of the owners of the said ship, or the paymaster of seamen's wages belonging to the Honourable East India Company aforesaid, or whom else it may concern; and I the said ———, for myself, my executors and administrators, the said premises unto the said ——— executors, administrators, and assigns, against all persons shall and will warrant, and for ever defend and make good the aforesaid bargained premises against the claim of any person or persons, free and clear of and from all manner of former gifts and grants, forfeitures, claim and demand, of or to the same, by any ways or means whatsoever. Witness, &c.

The Receipt.

Received of the above-named ———, the day and year above written, the sum of £——, being the consideration money in full for the above-bargained premises, I say, received the same. Witness, &c.

To all to whom these presents shall come, ——— a seaman of and belonging to the ship or vessel called the ———, whereof ——— is master, sendeth greeting: Whereas the said ——— is and stands justly and truly indebted unto ——— of ——— in the full and just sum of £——, of good and lawful money of Great Britain, for money lent and advanced, and goods sold and delivered by the said ——— to him the said ———: Now know ye, that in consideration of the premises, and for and in consideration of the sum of five shillings to the said ——— in hand well and truly paid by the said ——— at or before the ensealing and delivery of these presents, (the receipt whereof is hereby acknowledged) he the said ——— hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said ——— his executors, administrators, and assigns, all such sum and sums of money, wages, and pay whatsoever, now due, owing, or payable, or which shall or may become due, owing, or payable to him the said ——— from any person or persons whomsoever, for his services on board the said ship ———, or on board of any other ship or vessel whatsoever, and all the right, title, property, claim, and demand whatsoever of him the said ——— of, in, and to the same respectively, and every part thereof; to have, hold, receive, and take the said several sums of money, wages, and pay hereby assigned unto the said ———, his executors, administrators, and assigns, to and for his and their own use, upon trust nevertheless in the first place to pay and retain to himself and themselves all such sum and sums of money, wages, and pay, as shall be due and owing from the said ——— to the said ———, upon a fair account, and then upon further trust to pay such surplus (if any) as shall remain unto the said ———, his executors, administrators, and assigns; and the said ——— for the consideration aforesaid, hath made, constituted, and appointed, and by these presents doth make, constitute, and appoint the said ——— to be his true and lawful attorney, ——— for him the said ——— and in his name, but to and for the use and benefit of the said ———, upon trust as aforesaid, to ask, demand, sue for, and by all lawful ways and means

Bill of Sale of Wages due, &c. from a Ship in the South Sea Service, as a Security for a previous Debt. (1)

(1) Montefiore, 105.

Vol. III. Ch. V. recover and receive of and from the master and owners of the said ship —, or of and from all and every other person and persons whom the said — doth, shall, or may concern, all such sum and sums of money, wages, and pay, as is, are, shall, or may be due, owing, and payable to him the said — for his services on board the said ship —, or on board any other ship or vessel whatsoever, and give proper acquittances and discharges for the same on receipt, and to settle and agree for and in respect of the premises, as the nature of the case may be or require, and if needful, to appoint one or more attorney or attorneys under him the said — for the purposes aforesaid, and the same again at pleasure to revoke, and generally to do, perform, and execute all and every act, matter, and thing whatsoever, needful or necessary to be done in or about the premises, as fully and effectually to all intents and purposes as he the said — could or might do if these presents had not been made, promising hereby to allow, ratify, and confirm all and whatsoever the said — and his substitutes shall lawfully do in the premises by virtue of these presents. He the said —, his executors, administrators, or assigns, accounting nevertheless with, and paying unto the said —, his executors, administrators, or assigns, all such surplus money (if any) which shall remain as above mentioned. In witness, &c.

Assignment to a Purchaser by several Creditors under Commission of Bankruptcy, of their respective Dividends. (1)

To all to whom these presents shall come, we, whose names are hereunto subscribed and set, creditors who have proved our debts under a commission of bankrupt awarded and issued against A. B. of, &c., respectively send greeting: Whereas C. D. of, &c. hath contracted and agreed with us, the said several persons sealing and executing these presents as aforesaid, for the absolute purchase of all and every dividend and dividends that shall arise or be paid or payable to us by, from, or out of the estate and effects of the said A. B. under the said commission of bankrupt, for and in respect of the several debts or sums of money respectively proved by us under the same; and the said C. D. hath, on the day of the date of these presents, paid or secured to be paid unto us respectively the several considerations agreed upon for such purpose; and which we do hereby severally acknowledge and declare: Now these presents witness, that for and in consideration of the premises, and of the sum of — shillings a piece of lawful money of Great Britain to the said several persons sealing and executing these presents aforesaid in hand well and truly paid by the said C. D. at or before the sealing or delivering these presents, the receipt whereof we do hereby respectively acknowledge, we the said several persons sealing and executing these presents as aforesaid have, and each and every of us hath bargained, sold, assigned, transferred, and set over, and by these presents do, and each and every of us doth bargain, sell, assign, transfer, and set over unto the said C. D., his executors, administrators, and assigns, all and every such sum and sums of money, dividend and dividends, that now is or are paid or payable, or that shall or may become due or arise to us respectively, by, from, or out of the said estate and effects of the said A. B., under the commission of bankruptcy so issued against him as aforesaid, for, upon, and in respect of the several and respective debts or monies severally proved by us under the same, and all powers and remedies for the recovery thereof, and of every part thereof, and all the estate, right, title, interest, use, trust, property, profit, remainder, claim, and demand whatsoever, both at law and in equity, of us, each and every of us, of, in, and to the same, and every part thereof; to have and to hold, receive, take, and enjoy all and every the said hereby assigned premises

and every part thereof, with the appurtenances, unto the said C. D., to the only proper use and behoof of him the said C. D., his executors, administrators, and assigns, and as his and their own proper monies, chattels, and effects for ever; and the better to enable the said C. D., his executors, administrators, and assigns, to recover and receive the said hereby assigned premises, and every part thereof, we the said several persons sealing and executing these presents have, and each and every of us hath for himself severally, and for our respective heirs, executors, and administrators, made, ordained, constituted, authorized and appointed the said C. D., his executors, administrators, and assigns, our and each and every of our true and lawful attorney and attornies irrevocable for us, and in our names severally and respectively, but to and for the only proper use and benefit of the said C. D., his executors, administrators and assigns, to ask, demand, sue for, recover, and receive of and from the present or any future assignee or assignees of the estate and effects of the said A. B., and of and from all other person and persons whomsoever it doth, shall, or may concern, the said hereby assigned premises, and every part thereof; and also in our several and respective names, or in the name or names of our several executors or administrators, to acquit, release, and discharge the said assignee or assignees, or such other person or persons as aforesaid, of and from the same accordingly; and to do or cause to be done all and every such lawful act and acts, thing and things, as may be necessary in and about the premises, ratifying, allowing, and confirming all and whatsoever the said C. D., his executors, administrators and assigns, shall lawfully do or cause to be done by virtue of these presents; and we the said several persons executing these presents as aforesaid do hereby for ourselves severally and respectively, and for our several and respective heirs, executors, and administrators, and not jointly, or the one for the other, or for the heirs, executors, administrators, or assigns of one another, covenant, promise, and agree to and with the said C. D., his executors, administrators, and assigns, in manner following, (that is to say), that we, or any of us, our or any of our executors or administrators, shall not nor will, at any time or times hereafter, revoke or make void the power of attorney and authority herein contained, or do any act, matter, or thing whatsoever to delay or impede the said C. D., his executors, administrators, or assigns, in the recovery or receipt of the said hereby assigned premises; but that we severally and respectively, and our several and respective executors and administrators, shall and will at all times hereafter, upon the request and at the costs and charges of the said C. D., his executors, administrators or assigns, execute and perform such further and other lawful acts and deeds, matters or things, for the better enabling the said C. D., his executors, administrators, and assigns, to recover, receive, release and discharge the said hereby assigned premises, and every part thereof, as by him, them, or any of them shall be reasonably devised, advised, or required. In witness, &c., we have, &c.

To all, &c., A. B. of, &c., executor of the last will and testament of Q. R., late of, &c., sends greeting: Whereas the said A. B., by a certain writing or policy of insurance, bearing date, &c., hath made insurance upon the ship or vessel called the Charming Nancy, whereof J. M. is master, for her voyage from M. to L., as thereby, relation, &c; which said policy of insurance was so made in the name of the said Q. R., but for the proper account of N. O. of, &c; And whereas the said ship was lost in the said voyage: Now

Assignment of
a Policy of Insu-
rance of a Ship,
pursuant to an
Award. (1)

(1) Montefiore, 85.

Vol. III. Ch. V. these presents witness, that the said A. B., in pursuance of a certain writing of award indented, bearing date, &c., and made and given by, &c., under the hands and seals of Z. P. and L. O., in consideration of — shillings of lawful, &c. to him in hand, &c., by the said N. O. truly paid, the receipt, &c., he the said A. B., executor as aforesaid, hath assigned, transferred, and set over, and by, &c., doth, &c., unto the said N. O., the said recited writing or policy of insurance, and all sum and sums of money therein and thereby assured, and which is or are now remaining due and payable thereupon, and all his right, title, interest, claim, and demand of, in, and to the same, to have, hold, and receive the same unto the said N. O., his, &c., to his and their own proper use and uses. And for the better recovery, &c. (letter of attorney). In witness, &c.

London, 22d November 1822.

**Sale Note of
Timber. (1)**

Sold for account of Messrs. J. D. and Co. to Mr. B. H., the following yellow dram battens, per Anna Christina, $2\frac{1}{2}$ 12 feet, at £18 per 100, other lengths in proportion; $2\frac{1}{2}$ 12 feet, white, at £17 per 100, other lengths in proportion; yellow and white, $2\frac{1}{2}$ 6 feet; batten ends at £6 10s. per 100. To be taken without any allowance for quality. To pay by his acceptance at six months, allowing 14 days; payable at his banker's.

1670	$2\frac{1}{2}$	21 feet yellow.	821	$2\frac{1}{2}$	20 feet.
110	—	20	123	—	20
44	—	19	134	—	19
194	—	18	274	—	18
59	—	16	199	—	16
—			8	—	15
1377			120	—	6
—			—		
			1679		
			—		

E. B. broker.

Sold for account of Mr. J. R.,
To J. H.

16th October 1812.

**Sale Note of
Wine. (2)**

Seven pipes Guernsey red wine, ex Prince Regent, at £47 per pipe, as they lie in the London dock. To be paid for by Mr. E.'s bill on Mr. P. Y. of £328 12s. due in December next, without recourse on the buyer in case of its not being paid.

A. B. broker.

**Sale Note of
Butter. (3)**

January 1823.

Sold for L. and Co. to — D. 250 firkins of Hunt's Waterford butter, at 100s. for the best quality. Shipped in the month of July, and payable by bill at two months, &c.

A. B. broker.

(1) As to contracts of sale and purchase in general, ante, 3d vol. 272; and of the memorandum of the bargain under 29 Car. 2. ch. 3. id. 277, &c. A sale note cannot be altered by broker without consent of both parties, see 15 East, 29.
(2) See 3 Camp. 352.
(3) 1 Starkie, 128.

January 1823.

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Sold for Mr. H. S. to Mr. M. B. about 32 tons, more or less, of Riga Rhine hemp, on arrival per Fanny and Almira, at £82 10s. per ton, &c. from the landing scale, &c.

Sale Note of Hemp, on Arrival by a particular Ship. (1)

Messrs. W. & Co.

I have this day sold, by your order, and for your account, to Mr. D. B., 30 tons (more or less) of town-made transparent rosin, in matts, at 13s. 9d. per cwt., with customary allowances, payable at the end of 14 days, by acceptance at 6 months date.

Broker's Sale Note of Rosin. (2)

A. B. broker.

March 28, 1815.

Bought Note of Bacon. (3)

Bought of R. and Co., through T. P., 100 bales of prime singed bacon, at 56s. per cwt. free on board. Weight, 24 to 28 per 10 bales; to be shipped next month, and drawn for 60 days from the date of the bill of lading. Warranted weight upon landing; deficiency, if any, to be settled by Mr. P.

A. O.

21st December 1815.

Bought Note of Sugar. (4)

Bought for J. A. esq. and Son, of W. P., L., and S. (in our name), 57 hogsheads of Jamaica sugar, at 86s. Dock tare. No duty.

T. K., Son, and Co.

Bought for Mr. J. M., of Mr. J. S., 50 tons of sound and merchantable Teneriffe barilla, per the Princess Royal, at South-quay, London Docks, at £13 per ton in bond; £12 per ton draft to be allowed. The amount to be paid for by approved bills at not exceeding two months after date, allowing proportionate discount equal to five per cent. per annum, and 14 days for delivery and re-weighing. London, the 22d November 1822.

Bought Note of Barilla by a particular Vessel.

G. F. and Son, brokers.

Bought of Mr. S. Z. of 'Great Prescott-street, 289 bales of goat skins, from Mogadore, per Commerce, captain J. H., containing five dozen in each bale, at the rate of 57s. 6d. per dozen, to be taken as they now lay, with all faults; paid for by good bills at five months.

Bought Note of Goat Skins by a particular Vessel. (5)

C. D.

London, 27th April 1819.

14 days prompt.

Bought by order, and for account of Mr. A. P., of Messrs. P. & Co. ex Hadlow, per sample, 1826 bags East India rice, at 13s. 6d. per cwt. Company's conditions, prompt three months deposit, £10 per cent.; to be put up at the next East India sale by the proprietors, if required.

Bought Note of a Purchase by Sample of East India Rice, under Company's Conditions. (6)

C. D.

(1) See form, 2 Camp. 327.

(2) See 4 Camp. 237, and Holt, 18.

(3) 1 Starkie, 140.

(4) Holt, C. N. P. 428.

(5) 2 Camp. 240.

(6) See 4 Barn. & Ald. 387.

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London, 22d November 1822.
1st December.

Bill of
Parcels.

Mr. J. M.

Bought of J. S.

	Tons.	
Teneriffe barilla, w ^{ts} .	- 50 5 1 12	
Dft. 12 lb. per ton	- 0 5 1 12	
Net	- 50 0 0 0	at £13 per ton } £650 0 0
		in bond
Discount	-	

Ex Prince Royal.

£

Payable per approved bills not exceeding two months.

Invoice. (1)

Invoice of the cargo of the brig Cossack, H. master, bound to Liverpool, shipped by order and for account of A. G., and to him to be delivered, when payment shall have been made for the same to W. M. of London.

Order for
Delivery of
Goods. (2)

To Messrs. A. and W. B., Leicester-square.
Please to deliver, to the order of Messrs. D. and L., the under-mentioned goods (enumerating them). Charges from 27th February to be paid by Messrs. D. and Co.

E. C.

Delivery
Order. (3)

Messrs. L. and Co.
Please to weigh and deliver to Mr. D. B., or order, our transparent rosin, in matts (about 30 tons, more or less).

W. and Co.

Delivery Note
to London
Dock Com-
pany. (4)

London, 7th of January 1815.
To the superintendant of the London docks.
Please to weigh, deliver, transfer, or re-house, to the order of Messrs. T. and Co., the under-mentioned goods, they paying charges to the 10th instant.

Signed for R., I., and Co.

B. F.

West India
Dock Transfer
Note. (5)

Warrant of Transfer.

Number of order, 640.

Ship's rotation, No. 32.

West India Dock Warehouse, No. 8.

I certify, that the following five casks, lot 29, of coffee, imported by the ship J.. captain L., from S., entered by H. M. and Son, on the 25th day of March 1816, have been transferred, in the books of the warehouse, into the name of D. S. Rent commences 26th June 1816 inclusive.

Dated 18th June 1816.

C. C., capt. No. 8.

Weighing book, No. 20. folio 164.

Entered, S.W. S. clerk.

(1) 4 Camp. 299.
(2) 2 Barn. & Ald. 702.
(3) 4 Camp. 237.

(4) Holt, 278.
(5) 7 Taunt. 266.

Then followed a schedule of the marks and weight of the contents of Vol. III. Ch. V.
each cask.

London, — 18—.

Deliver the above-mentioned goods to Mr. A. S., or order.

D. S.

Examined and entered, the — day of — 18—.

London, 19th August 18—.

The above-mentioned goods to “H. C. and Co.” or order.

A. S.

N. B.—This order must be presented at the West India Dock-house, and all charges are to be paid before the goods are taken away.

To the commanding officer on board the George, captain R. — Receive the under-mentioned goods for and on account of C. and Co.

Shipping Order to Captain. (1)

Received, 15th of May, on board the George, captain R., the under-mentioned sugars, for Hamburg, for and on account of C. and Co.

R. R. mate.

Memorandum of Receipt by Mate of Goods on board. (2)

This is to certify, that the under-mentioned order for goods deposited in warehouse, No. —, of the West India Dock company, has this day been lodged with me.

West India Dock Check of Receipt of Order for Delivery. (3)

No. of order.	Marks of lots.	Description of goods.	Ship.	Master.	By whom granted.	In whose favour,
1192 and 3.	M. A. 7 E. 7½	52 casks molasses.	William.	L., entered July 1813.	J. K. and Co. and G. D. and Co.	G. A. and Co.

Given under my hand, this 4th February 1814.
West India Dock-house.

(Signed) J. T. H. clerk.

N. B.—To prevent delay, parties lodging orders for the delivery of goods at the dock-house, are desired to present, at the same time, this check, filled up and ready for insertion, of the number of the order, and the clerk’s signature, which will greatly promote dispatch.

(1) Holt, 100.
(2) Ibid.

(3) 7 Taunt. 280.

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Petition to East
India Company
for Return of
Purchase Money
of Goods bought
at the Com-
pany's Sales,
and which had
sustained
Damage by Wet
or otherwise,
while remaining
in the East India
Company's
Warehouses. (1)

To the Honourable the Directors of the United Company trading to
the East Indies,

Sheweth——(or if by letter)

To the Honourable the Committee of Warehouses,

Honourable Sirs,

Having purchased, at your sales on the 15th ultimo, the under-mentioned
lots, per the ship *Manship*, viz.

Fo. 15 ——— lot 120, 50 pieces of bandannoes.

Fo. 16 ——— lot 135, 50 pieces of ditto.

——— lot 136, 50 pieces of ditto.

for which lots I paid your treasurer, on the 4th instant, the sum of £165,
as per warrant annexed; and having received orders to ship the said goods
to Hamburg, I find, on looking them over to pack up, that the said ban-
dannoos have received so much damage, by the snow-water through the
roof of your warehouse, since the time of purchase, as above stated, that
they are thereby rendered unsaleable, and of little or no value. I am there-
fore to request, that under this circumstance, which your honours' ware-
house-keeper will corroborate, you will be pleased to return me the purchase
money above mentioned accordingly.

I am, with great respect,

Honourable Sirs,

Your most obedient and most humble servant,

Assignment of
a Patent. (2)

This indenture, made, &c. between A. B. of ———, of the one part,
and C. D. of ———, of the other part. Whereas the said A. B. hath at
a great expence invented, &c. &c. (reciting to the effect of recitals in patent):
And whereas on representing the same to his present majesty, his said ma-
jesty, by letters patent, bearing date the ——— day of ———, hath given
and granted unto the said A. B., his executors, administrators, and assigns,
and his and their deputy and deputies, servants and agents, special licence,
full power, and lawful authority, to use, exercise, and enjoy the said new
invention, which he the said A. B. hath found out and attained as aforesaid,
in or belonging to the ———, in such manner and according to such
limitations as to him the said A. B., his executors, administrators, and as-
signs, or any of them, shall be thought fit and convenient; and that he the
said A. B., his executors, administrators, and assigns, shall or may have and
enjoy the sole benefit, profit, and advantage from time to time coming,
growing, and arising by reason or means of the said letters patent, with
a prohibition to all persons whatsoever, other than the said A. B., his
agents or assigns, to use the said invention, or any thing thereto belong-
ing, as by the said letters patent enrolled in the high court of Chancery may
more fully and at large appear: Now this indenture witnesseth, that the
said A. B., for and in consideration of the sum of £—— of lawful money
of the united kingdom of Great Britain and Ireland, to him in hand well
and truly paid, at and before the sealing and delivery of these presents, the
receipt and payment whereof is hereby acknowledged, hath granted, assigned,
transferred, and set over, and by these presents doth grant, assign, transfer,
and set over unto the said C. D., his executors and administrators, the said
letters patent, and all the right, title, and interest of him the said A. B. of,
in, and to the new invention aforesaid, granted and secured by the aforesaid
patent from his present majesty as aforesaid, to have and to hold the said
letters patent to the said C. D., his executors, administrators, and assigns, in

(1) Montefiore, 380.

(2) Montefiore, 89. As to patents, and &c.

the assignment thereof, see ante, 3d vol. 191,

as full, ample, and beneficial a manner, to all intents and purposes, as he the said A. B., by virtue of the said letters patent, may or might have held and enjoyed the same if this present assignment had not been made, for and during all the residue of the said term of fourteen years granted by the patent above mentioned. And the said A. B. doth by these presents make, ordain, constitute, authorize, and appoint the said C. D. his assignee and grantee of and for the said invention, and the benefits, profits, and advantages thereof, and of every part thereof, for the residue and remainder of the said term of fourteen years granted by the patent above mentioned: And the said A. B. doth covenant to and with the said C. D., that he the said C. D., his executors and administrators, shall and may, by virtue of these presents, have, take, receive, and enjoy all profits and advantages whatsoever that may or shall be made for or by reason of the new invention aforesaid; and that he the said A. B., his executors and administrators, shall and will do and execute, or cause or procure to be made, done, and executed, all and every other act and acts, thing and things, device and devices, for the further, better, and more perfect and effectually assigning and assuring the patent above mentioned, and the right, title, and interest of the said A. B., his executors, administrators, and assigns, as he the said C. D., his executors, administrators, or assigns, or his or their counsel learned in the law, shall advise, devise, and require. In witness, &c.

This indenture, &c. between J. H. of, &c., lace-manufacturer, the grantee of certain letters patent, bearing date respectively 14th July 1808, and 20th, 29th March 1809, for the invention of a machine for making and manufacturing of bobbin lace, nearly resembling foreign French lace, and of certain other letters patent, bearing date 29th March 1813, for improvements of and additions to such machine, and C. L. of, &c. lace-manufacturer, the assignee of one undivided moiety of the said several patents, of the one part, and E. B. of the other part, witnesseth, and each of them the said J. H. and C. L., for himself, his heirs, executors, &c., doth hereby covenant and agree with the said E. B., his heirs, &c., that he the said E. B., his, &c., shall have licence and authority during the continuance of the said letters patent of 29th March 1809, as far as the said J. H. and C. L. have the power to grant the same, to use and work, and to vend and sell the bobbin lace which shall be made or manufactured from the machines specified in the schedule hereunder written, for their benefit and advantage, saving and reserving unto the said J. H. and C. L., their heirs, &c., and all persons who shall be duly licensed by them, the power to use and work the machines described in the said several letters patent, or any of them, and to sell the lace made therefrom, and all other powers, &c. granted and reserved by the said respective letters patent to the said J. H. and C. L., their heirs, &c., and reserving and retaining the sole right of suing, at law or equity, all infringements of the said letters patent, or any of them, and of receiving and recovering, for their own and sole use, all damages and costs to be awarded and recovered in any and every such suit, &c. And this indenture further witnesseth, that the said E. B., his heirs, &c., doth hereby covenant and agree with the said J. H. and C. L., their heirs, &c., in manner following, (that is to say), that he the said E. B., his heirs, &c., shall and will pay to the said J. H. and C. L., their executors, &c., during this licence, the yearly rent or sum mentioned for each machine mentioned in the said schedule, into the bank of Messrs. ———, &c., to the account of the said J. H. and C. L., or at such place or places as they shall appoint, by four equal quarterly payments, to commence for such machines as are finished from the 24th June last, and for such as are unfinished from the time of completion up to the ensuing quarter, and to continue paying quarterly on 29th September, 25th December, 24th March, and 25th June, in every year, during the licence; and that it

Indentures
granting Licence
to use a Bobbin
Lace Machine,
and sell the In-
vention.

Vol. III. Ch. V. shall be lawful for the said J. H. and C. L., their executors or their agent, in case any of the said quarterly payments shall be in arrear, to enter the place or places where such machines are kept, and distrain and sell the same, and all the lace or materials belonging to the said E. B., his executors, &c., in or about the place or places where such machines are kept, in the same way as landlords may distrain for rent; and that the said machine shall be numbered Heathcote's patent, and shall not be defaced; and the said E. B. shall not remove the same machine from the place mentioned in the schedule without giving in every case fourteen days' notice in writing to the said J. H. and C. L., or their agent for the time being, specifying the place to which it is intended to remove the same: That the said E. B., his, &c., shall not make, use, work, or possess for use, any other machine for making bobbin lace, than such as are licensed by the said H. and L.; and that it shall be lawful for them, or their agents (not being mechanics), at any time to enter any place where such machines are kept, for the purpose of ascertaining that the covenants of the said E. B. are properly performed; and that the said A. B. shall use his utmost endeavours to detect all infringements on the said patents, and assist the patentees in prosecuting the same, and contribute, in equal proportions with the other persons licensed, to one-half of the expences incurred by the said H. and L. in discovering and prosecuting infringements, without being subject to any interference or inspection by the said E. B., his, &c., but who shall pay his proportion thereof to the said H. and L.; such portion to be calculated by them in manner aforesaid and to be recoverable by action at law or by distress, in manner aforesaid, as to the quarterly payment of rent: That in case the letters patent, or such as shall be necessary to support this licence, shall be set aside by any legal proceedings, or in case the said E. B. shall give three calendar months' notice, ending on one of the quarterly days patents of the said 29th March 1809, make or work any other machine for making bobbin lace, then this indenture shall cease, except as to said H. and L. recovering any arrears of quarterly payments, or any damages for breach of covenants herein contained, and said H. and L. shall not be liable to repay any sum of money which said E. B. shall have paid under these presents: That in case any of the quarterly payments shall be in arrear fourteen days, and sufficient distress cannot be had for recovery thereof, or if said E. B., his, &c., shall not perform all the covenants herein contained, it shall be lawful for the said H. and L. to revoke and annul these presents by giving one week's notice in writing to said E. B. to that effect, at the last or usual place of abode of the said E. B., but subject and without prejudice to the recovery of such arrears, or of any damages for breach of covenants on his or their part: That every dispute relating to these premises, except licence money, shall be referred to the deputy recorder of Nottingham, whose award shall be binding; and in case either party shall give to the other one month's notice in writing of the cause of such dispute, and of his wish to refer the same to the deputy recorder aforesaid, and the party to whom such notice shall be given shall neglect to attend the recorder, it shall be lawful for the recorder to hear the party giving such notice, and proceed in reference, and determine such dispute upon such ex parte evidence; and every award shall be binding on both the parties in dispute; and every award shall be made in writing under his hand, and ready to be delivered to the parties in dispute, within one calendar month after the entering upon such reference. In witness, &c.

The Schedule referred to.

The No. marked on each machine.

The width of each machine.

The place where each machine is placed.

The amount of yearly rent of each machine.

The amount of quarterly rent of each machine.

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A Licence by a Patentee to use his Invention. (1)

To all to whom these presents shall come, (the patentee) of, &c. sendeth greeting. Whereas the said (patentee) hath obtained letters patent from his present most gracious majesty, bearing date the — day of —, for the sole and exclusive benefit and advantage of making and vending certain — in the said letters patent set forth, for the term of fourteen years from the date hereof: And whereas for the purpose of extending the sale of the said invention, the said (patentee) hath agreed to permit (the licensee) of, &c. to make, sell, and dispose of the same, upon the terms and conditions herein-after mentioned: Now know ye, that he the said (patentee) hath given and granted, and by these presents under his hand and seal doth give and grant unto the said (licensee), full and free licence, liberty, and permission to make, sell, and dispose of —, in the said letters patent mentioned or referred to, under and according to the specification thereof enrolled in his majesty's high court of Chancery: Provided always nevertheless, and these presents are upon this express condition, that if the said (licensee) do or shall assign over, or in anywise give or transfer the licence hereby given, or the benefit thereof, or of any part thereof, to any person or persons whomsoever, these presents, and every thing herein contained, shall cease and be utterly void, to all intents and purposes whatsoever. In witness whereof, the said (patentee) hath hereunto set his hand and seal, this — day of —, A. D. 1823.

This indenture, made on, &c. between (the vendor) of, &c. of the one part, and (the purchaser) of, &c. of the other part. Whereas the said (vendor) is the owner (3) or proprietor of a certain ship or vessel called the —, of the burthen of — tons, now on her voyage to —, whereof — is master: And whereas the said ship or vessel hath been duly registered pursuant to act of parliament, a copy of the certificate of which registry is as follows; that is to say, "In pursuance of an act passed in the 26th year of the reign of king George the third, entitled 'An act for the further increase and encouragement of shipping and navigation,' (the owner) of, &c. having taken and subscribed the oath required by this act, and having sworn that he is sole owner of the ship or vessel called the —, of —, of which — is at present master; and that the said ship or vessel was (when and where built, or captured, and date of condemnation), and (the surveying officer) having certified to us that the said ship or vessel is (whether British, foreign, or British-plantation built), has — decks and — masts, and that her length from the fore-part of the main stern to the after-part of the stern-post aloft is — feet; her breadth at the broadest part, whether above or below the main wales, — feet; her height between decks, — feet; and admeasures — tons; that she is a (what kind of vessel, and how built); has (whether any or no) gallery, and (any and what kind of) head; and the said subscribing owners having consented and agreed to the above description and admeasurement, and having caused sufficient security to be given, as is required by the act, the said (kind and name of the vessel) has been duly registered at the port of —. Given under our hands and seals of office, at the custom-house in the said port of —, this — day of —, in the year —." And whereas (4) the said (purchaser) hath contracted

A Bill of Sale of a Ship at Sea by the Owner to a Purchaser, with Variations where the Vendor is Part Owner. (2)

Recital of Ownership.

Recital of Certificate of Registry.

Contract for Purchase.

(1) See Wilde's Sup. 2d vol. 184.

(2) See forms in Wilde's Sup. vol. i. 328. Montefiore, 106, 107. 84. See 34 G. 3. c. 68. s. 14. 3 T. R. 406. 5 T. R. 709; and as to the law, ante, 3d vol. 294. If there be any warranty respecting the vessel, it should be inserted in the bill of sale.

(3) If the vendor be part owner only, say, "Whereas the said (vendor) is the owner or proprietor of a — part or share of and in a certain ship or vessel," &c. as above. See form, Montefiore, 27. Vendor Part Owner.

(4) If the vendor be part owner only, say, "And whereas the said (purchaser) hath contracted with the said (vendor) for the absolute purchase of the said — part or share of him

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Witness, that in
consideration of
the Purchase
Money,

the Vendor bar-
gains and sells
the Ship.

To hold to the
purchaser abso-
lutely.

Covenant by
Vendor, that he
is rightful Owner
of the Ship,

and hath Right
to sell the same.

That the Pur-
chaser shall
quietly enjoy,

Vendor Part
Owner.

with the said (vendor) for the absolute purchase of the said ship or vessel, with the appurtenances thereunto belonging, at or for the price or sum of £——: Now this indenture witnesseth, that in pursuance of the said agreement, and also for and in consideration of the sum of £—— of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, to the said (vendor) in hand well and truly paid by the said (purchaser) at or immediately before the sealing of these presents, the receipt whereof the said (vendor) doth hereby acknowledge, [and of and from the same, and every part thereof, doth acquit, release, exonerate, and for ever discharge the said (purchaser), his executors and administrators, and also the said ship or vessel, as well by these presents as by the receipt or acknowledgment for the same sum hereupon indorsed], he the said (vendor) [hath granted, bargained, and sold, and by these presents] doth grant, bargain, and sell unto the said (purchaser), his executors, administrators, and assigns, all (1) that the said good ship or vessel called the ——, whereof —— is master, now on a voyage to —— (or as the case may be), together with all and singular the masts, sails, and sail-yards, anchors, cables, standing and running rigging, ropes, cord, cannon, guns, fire-arms, gun-powder, shot, artillery, ammunition, provision, tackle, boats, oars, furniture, materials, appendages, and appurtenances whatsoever, to the said ship or vessel belonging or in anywise appertaining; and all the estate, right, title, interest, trust, possession, property, claim, and demand whatsoever, both at law and in equity, of him the said (vendor), of, in, or to the said ship or vessel hereby assigned or mentioned, or intended so to be; to have and to hold (2) the said ship or vessel, and all and singular other the premises hereby assigned or mentioned, or intended so to be, with their and every of their appurtenances, unto and by the said (purchaser), his executors, administrators and assigns, absolutely to and for his and their own proper use and benefit. And the said (vendor), for himself, his heirs, executors, and administrators, doth hereby covenant, declare, and agree with and to the said (purchaser), his executors, administrators, and assigns, in the manner following; that is to say, that for and notwithstanding any act, deed, matter or thing whatsoever, made, done, occasioned, or knowingly suffered or omitted by him the said (vendor) to the contrary, he the said (vendor) at the time of the sealing and delivery of these presents, is the true and lawful owner, possessor, and proprietor (3) of the said ship or vessel, and premises hereby assigned or mentioned, or intended so to be; [and that he the said (vendor) now hath in himself, full power, and lawful and absolute right, title, and authority, to grant, bargain, and sell and assure the same unto the said (purchaser), his executors, administrators, and assigns, in the manner aforesaid, and according to the true intent and meaning of these presents;] and that he the said (purchaser), his executors, administrators, and assigns, shall and lawfully may, immediately upon the sealing and delivery of these presents, and at all times thereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy (4) the said ship or vessel, and all and singular other the premises hereby assigned or mentioned, or in-

the said (vendor) of and in the said ship or vessel, with the appurtenances thereunto belonging, at or for the price or sum of £——."

(1) If the vendor be part owner only, say, "All that one full and equal —— part or share, the whole into —— equal parts or shares being considered as divided, of and in the said good ship or vessel called the ——, now on a voyage to ——, whereof —— is master; together with one full and equal —— part of all and singular the masts, &c.," as above.

(2) If the vendor be part owner only, say, "to have and to hold the said one full and equal part or share of the said ship or vessel, and all and singular other the premises, &c.," as above.

(3) If the vendor be part owner only, say, "the true and lawful owner, possessor, and proprietor of a —— part or share of or in the said ship or vessel, and premises hereby assigned."

(4) If the vendor be part owner, say, "the said —— part or share of and in the said ship or vessel."

tended so to be, to and for his and their own use and benefit, without any manner of hindrance, interruption, molestation, claim, and demand whatsoever, of, from, or by the said (vendor), or any person or persons now or hereafter rightfully claiming or possessing any estate, right, title, charge, or interest, at law or in equity, in, to, or upon the said ship or vessel and premises, or any part thereof, from, under, or in trust for him, them, or any of them, and that free and clear, and clearly and absolutely discharged and exonerated, or otherwise, by and at the expence of the said (vendor), his executors or administrators, of and from all and all manner of former and other bargains, sales, gifts, grants, seizures, debts, judgments, conditions, execution, bottomries, titles, charges, and incumbrances whatsoever, had, made, done, suffered, or occasioned by him the said (vendor), or any person or persons claiming or entitled by, from, under, or in trust for him the said (vendor), his executors or administrators: And moreover, that he the said (vendor), his executors and administrators, and all and every such person and persons so claiming, or to claim as aforesaid, shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the cost and expence in all things of the said (purchaser), his executors, administrators, and assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other acts, deeds, and assurances, matters and things whatsoever, for the better or more satisfactorily conveying and assuring (1) the said ship or vessel and premises unto the said (purchaser), his executors, administrators, and assigns, to and for his and their own proper use and benefit, according to the true intent and meaning of these presents, as he the said (purchaser), his executors, administrators, and assigns, or his or their counsel in the law of the degree of a barrister, shall advise and require; so that the person or persons who shall be required to make or execute the same be not obliged to go from his or their then place or respective places of abode for that purpose, without a reasonable and sufficient sum being previously paid or secured to be paid to him or them for or in respect of his or their time, trouble, and expences. In witness, &c.

free from Molestation.

Further Assurance.

The form of the indorsement, as required by the act, is as follows: "Be it remembered, that I (the owner or other person selling) of, &c., have this day sold and transferred all my right, share, or interest in and to the ship or vessel (insert her name) mentioned in the within certificate of registry, unto (the purchaser) of, &c. Witness my hand this — day of —, A. D. —.

Form of Indorsement. (2)

Signed in the presence of

A. B. }
C. D. } Two witnesses.

Know all men, &c., that we A. B., of, &c., owner of one full moiety or half-part of and in all that good ship or vessel called the Lyon, and C. D., of &c., owner of the other full and equal moiety of one half part of the said good ship or vessel, for and in consideration of their several full and equal half-parts or moieties of the sum of £ — of lawful, &c., to us in hand at or before the sealing and delivery of these presents, by E. F., of, &c., the receipt whereof we do hereby severally acknowledge, and of and from every part and parcel thereof do acquit, release, and for ever discharge the said C. D., his executors and administrators, and every of them, for ever, by these presents, have severally granted, bargained, sold, assigned, trans-

Bill of Sale of a Ship from Two Persons; each of a Moiety. (3)

(1) If the vendor be part owner only, say, "the said one full — part or share of and in the said ship or vessel."

(2) See forms prescribed by 34 Geo. 3. c. 68. s. 15.

(3) Montefiore, 108. See last precedent and notes.

Vendor Part Owner.

Vol. III. Ch. V. ferred and set over, and by these presents each of us doth respectively, fully, and absolutely sell, assign, transfer, and set over unto the said E. F., his executors, administrators, and assigns for ever, the one full and equal moiety or half-part of and in all the aforesaid ship or vessel called the Lyon, of the burthen of ——— tons or thereabouts, now lying in ——— and ——— whereof each of them is declared to be owner as aforesaid; and also of and in all and singular the masts, &c.; which said ship or vessel has been duly registered pursuant to an act of parliament for that purpose; and a copy of the certificate of such registry is as follows: "In pursuance, &c." (to the end), to have and to hold the said moiety or half-parts of and in the said ship or vessel, and all other, &c. And they the said A. B. and C. D. do hereby severally and respectively, and not jointly, nor one for the other, nor for the other's acts; but each for himself only, his executors and administrators, covenant, promise, &c., that each of them the said A. B. and C. D. hath at the time of the sealing, &c., full power, &c., to grant, &c., the said moiety or half-part of, &c., in the said ship or vessel with the appurtenances by them respectively sold unto the said E. F., his executors, administrators, and assigns, in manner and form aforesaid; and that their said several moieties or half-parts of and in the said ship or vessel with the appurtenances by them respectively sold as aforesaid, now are and so from henceforth for ever shall be and remain and continue unto the said E. F., his executors, administrators, and assigns, free and clear, &c. In witness, &c.

The Receipt.

We, the within-named A. B. and C. D., do each of us acknowledge to have received, the day and year within written, of the within-named E. F., one full moiety or half-part of the sum of £——, according to our parts in the said ship within sold, and being in full for the consideration of the within written bill of sale. We say, received.

£.

Bill of Sale of a Ship, for Security of Money lent on Bond. (1)

To all, &c., I A. B. of, &c., send greeting: Whereas the said A. B., by obligation under his hand and seal, bearing, &c., became and stands bound unto C. D. of, &c., in the sum or penalty of £—— of lawful, &c., conditioned for the payment of the sum of £—— of like lawful money, on the, &c., next after the date hereof, as hereby, relation, &c.: Now these presents witness, that the said A. B., in consideration of the sum of £—— paid and lent to him by the said C. D., and for which the said recited bond is given as aforesaid, the receipt whereof the said A. B. doth hereby acknowledge, and for and as a collateral or further security unto the said C. D., for the more sure payment of the said sum of £——, according to the condition of the said recited obligation, he the said A. B. hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, &c., unto the said C. D., all that good ship or vessel called the ——— of the burthen of ——— tons or thereabouts, and now lying in ———, whereof, &c.; and all and singular the masts, &c., which ship or vessel was granted and sold to the said A. B., by E. F., of, &c., by a certain writing or bill of sale, bearing date, &c., and has been duly registered, pursuant to an act of parliament for that purpose; and a copy of the certificate of such registry is as follows; "In pursuance, &c.;" to have and to hold the said ship or vessel, and all other the above-bargained premises, with the appurtenances, unto the said C. D., his executors, administrators, and assigns, to his and their own use and uses, and as

his and their proper goods and chattels, from henceforth for ever ; and the said A. B., for himself, his executors and administrators, doth hereby covenant, promise, and agree to and with the said C. D., his executors, administrators, and assigns, in manner following ; that is to say, that at the time of the ensealing and delivery hereof, he the said A. B. hath good right, full power, and lawful authority to grant, bargain, sell, assign, and set over the said hereby bargained premises unto the said C. D., his executors, administrators, and assigns, in manner and form aforesaid ; and the said hereby bargained premises, and every part thereof, now are, and, so from henceforth for ever shall be and remain and continue unto the said C. D., his executors, administrators, and assigns, free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all and all former bargains, sales, gifts, grants, titles, debts, charges, and incumbrances whatsoever : provided always, and these presents are upon this express condition, that if the said A. B., his heirs, executors, or administrators, do and shall truly pay or cause to be paid unto the said C. D., his executors, administrators or assigns, the said sum of £—— on the said, &c., according to the condition of the said recited obligation, without any manner of deduction for taxes or otherwise, according to the true intent and meaning thereof, and of these presents ; that then these presents, and every thing herein contained, shall cease, be void, and of none effect ; any thing herein contained to the contrary thereof in anywise notwithstanding. And the said A. B., for himself, his executors, administrators, and assigns, doth covenant, promise, and agree to and with the said C. D., his executors, administrators, and assigns, by these presents, as followeth ; that is to say, that he the said A. B., his executors or administrators, shall and will well and truly pay or cause to be paid unto the said C. D., his executors, administrators, or assigns, the said sum of £——, according to the limitation of the said proviso, and the true meaning of these presents ; and that if default shall happen to be made in payment of the said sum of——, contrary to the meaning of the said recited obligation and of these presents, that then he the said A. B., his executors and administrators, shall and do perform and execute all such further acts, deeds, and things whatsoever, for the further granting, assigning, and releasing the said ship or vessel, and all other the above-bargained premises, with the appurtenances, unto the said C. D., his executors, administrators, or assigns, discharged of the said proviso, as by him or them, or his or their counsel learned in the law, shall be advised and required. In witness, &c.

British-built at Monkwearmouth in 1810, for private use ; 129 tons per register ; is a clever, burthensome, useful vessel for general purposes, unusually well found in stores, among which are a new cable and hawser, never wetted, and a large proportion of entirely new sails : the hull is also nearly as good as when launched ; requiring a most trifling outfit. Now lying off No. 3. warehouse, London Docks. Hull, masts, yards, standing and running rigging, with all faults, as they now lie.

Particulars of Sale for selling a Ship with all Faults. (1)

For sale,
The Good Brig Iris.

Burthen per register 208 tons ; will carry 17 keels of coal and glass, or 300 loads of timber ; has lately delivered a cargo of sugar from the West

Particulars of Sale for selling a Ship with all Faults. (2)

(1) 3 Camp. 506. As to the law, see ante, 3 vol. 304. It has been considered that a representation in printed particulars of sale may amount to a warranty. 5 Bar. & Ald. 240. But it should seem that even the particulars, or the agreement for purchase preceding a formal bill of sale, must contain the requisites of the 34 Geo. 3. c. 68. 6 Bar. & Ald. (2) 3 Camp. 155. See last precedent and note.

Vol.III. Ch. V. Indies in excellent condition ; is well found in all kinds of stores which are in good condition. Hull, masts, yards, standing and running rigging, with all faults, as they now lie.

Bonds of Indemnity to Purchasers, from the Master of a Ship to the Purchaser of it, to indemnify him from a former Owner and Master, on account of Wages due to him. (1)

Whereas there is due and owing to the above A. B. from C. D. of, &c. late owner of the ship called the Charming Esther, of the burthen of 600 tons or thereabouts, the sum of £——— for wages for his the said A. B.'s service, as master of the said ship : And whereas the above-named E. F. hath on the date hereof purchased the said ship, with her appurtenances : Now therefore the condition, &c, is such, that if the said A. B., his, &c. do and shall, &c., the said C. D., his, &c. and all other person or persons which shall or may hereafter be owner or owners of the said ship, and likewise the said ship with her appurtenances, and every of them, as well of and from the said sum of £——— due and owing from the said C. D. as aforesaid, as also from all or any other sum and sums of money and demands due or owing by and from the said A. B., or any other person or persons whatsoever, on account of or wherewith or by means whereof the said ship is or shall or may be charged or chargeable, or for or by reason of being or acting as master thereof in any manner howsoever : Then, &c.

To indemnify a Person that purchased a Ship from Bills of Sale that are standing out. (2)

Whereas the above-bound A. B., by bill of sale under his hand and seal, bearing date the —— day of —— last, hath granted and sold unto the above-named C. D. all that ship or vessel called the Charming Esther, of the burthen of 300 tons or thereabouts, now at anchor in the river Thames, whereof E. F. is master, with all her masts, sails, sail-yards, &c. to the said ship or vessel belonging, or in anywise appertaining, as in and by the said recited bill of sale, relation being thereunto had, will more fully and at large appear : And whereas the bills of sale granted to the several persons herein-after mentioned of the several parts of and in the said ship or vessel, as followeth ; viz. to L. one-eighth part, to M. one-eighth part, &c. (and so of the rest) are not assigned or delivered up, as the same ought to be ; but the said A. B. doth agree to cause or procure the same to be assigned and delivered up unto the said C. D. within twelve months next ensuing the date above written : Now the condition, &c. is such, that if the said A. B., his executors, administrators, or assigns, do and shall, within twelve months next ensuing the date above written, cause or procure the said several bills of sale so granted of the aforesaid several parts of and in the said ship or vessel, and the said parts thereof, to be assigned and delivered up to the said C. D., his executors, administrators, or assigns : And also, if the said C. D., his executors, administrators, and assigns shall and do at all times hereafter peaceably and quietly have, hold, possess, and enjoy the said ship or vessel and premises, with the appurtenances, before sold as aforesaid, freed and discharged from all debts, estates, charges, and incumbrances made, done, committed, or suffered, by and without any let, suit, trouble, interruption, claim, or demand, of, from, or by as well the several persons aforesaid, or any of them, or any claiming from, by, or under them or any of them, for or in respect of the said several bills of sale so granted and to be assigned as aforesaid, as also of or by all or any other person or persons whatsoever, according to the true intent and meaning of these presents, and of the said recited bill of sale : Then, &c.

(1) Montefiore, 166.

(2) Montefiore, 167.

Whereas C. D. of, &c. owner of one full quarter or fourth part of and in all that ship or vessel called the Justina, of the burthen of ——— tons or thereabouts now, &c., whereof, &c. G. of, &c. owner of one other quarter or fourth part of the said ship, the above bound A. B. owner of one other quarter or fourth part of the said ship, H. of, &c. owner of one-eighth part of the said ship, by a certain writing or bill of sale bearing date, &c. in consideration, &c., have granted, &c. to the said E. F. the several parts and shares of and in the said ship, whereof they are owners as aforesaid, and of all and singular the masts, &c. to hold, &c. as thereby relation, &c. And whereas H. and I. of N. E., merchants, are owners of the other eighth part of the said ship, and are made parties to the said recited bill of sale, but being absent from L. the said A. B. hath undertaken and agreed with the said E. F. that they shall duly execute the said recited bill of sale, or otherwise, by some other deed or writing, sufficiently convey the said eighth part of and in the said ship, with her appurtenances, unto the said E. F.; and thereupon the said E. F. hath paid unto the said A. B. the sum of £——, being the full sum which the said eighth part of the said H. and I. of and in the said sum of £——, the purchase money for the said ship or vessel, amounts unto: Now the condition, &c. that if the said H. and I., their executors, &c. shall and do within ——— after the date above written, duly sign, seal, and execute the said recited writing or bill of sale of the said eighth part of the said ship, to the said E. F. as aforesaid, or otherwise by some other deed or writing duly executed, sufficiently convey and assure the said eighth part of and in the said ship, with her appurtenances, in and by the said recited bill of sale intended to be sold, unto the said E. F., his executors, &c., as by him or them, or their counsel shall be reasonably advised and required: And if in the meantime and until the said eighth part of the said H. and I. of and in the said ship, with her appurtenances, shall be sufficiently and actually sold and conveyed as aforesaid, the said E. F., his executors, &c. shall and do peaceably and quietly have, &c. the said eighth part of and in the said ship or vessel, with her appurtenances, belonging to and whereof the said H. & I. are owners, without any let, suit, trouble, denial, or interruption of or by them the said H. and I., their executors, administrators, or assigns, or any other person or persons whatsoever: Then, &c.; otherwise, &c.

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Bonds to execute Writings from an Owner of Part of a Ship, that an Owner of another Part of a Ship (he being abroad) shall execute a Bill of Sale thereof, the Owners of all the other Parts having executed the same. (1)

To all, &c. A. B. &c. master of the ship or vessel called the Justina, of the burthen of, &c. formerly hired into his majesty's transport service to carry forces to Gibraltar, sends greeting: Whereas there is due and owing for the said ship's service to the owners, the sum of £——, for which several debentures are made out and signed by the commissioners of his majesty's transport service, unto and in the name of the said A. B., but for the use of the part owners of the said ship: And whereas C. D. of, &c., being owner of ——— parts of the said ship, there is due and belonging to him the sum of £——, of the aforesaid £——, according to and for his part in the said ship as aforesaid: Now therefore the said A. B., for and in consideration of the said sum of £——, so due and belonging to the said C. D., and to the intent that he may have and receive the same, and in consideration of £——, &c. he the said A. B., &c. hath bargained, sold, and assigned, and by these presents doth bargain, &c. all, &c. to have and to hold, &c. [Assign this debenture as usual.] In witness, &c.
(Requires the ad valorem duty.)

Assignment from a Master of a Ship to a Part Owner, of his Proportion of a Debenture made out for the Ship's Hire in the Transport Service. (2)

(1) Montefiore, 146. The certificate of registry ought to be inserted, see post, 238. n. 1.
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(2) Montefiore, 89.
[a]

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Bond from a
Principal and
Surety to secure
a present Debt,
and any floating
Balance to a
limited Extent
due or to be-
come due to
Bankers. (1)

Bond (joint and several) in the usual form, A. and Z. to B. and Co. Whereas the said B. and Co. are bankers: And whereas the said A., now at the time of the date and execution of the above-written bond or obligation, stands indebted to the said B. and Co. in the sum of £——, for monies actually advanced, lent, and paid by the said B. and Co., and by X. their late partner, as bankers, to and for the use and on the account of the said A., and for interest on the monies advanced, as he the said A. doth hereby acknowledge and declare, and which debt or sum of £—— has been transferred to the credit of the said B. and Co. as herein-after mentioned, and for part of which said sum of £—— the said B. and Co. hath sundry bills, promissory notes, and drafts: And whereas the said X. lately retired from the said banking concern, and is no longer a partner therein, and the said C. has been admitted a partner therein with the said B. and Co. in the place and stead of the said X., and thereupon the said debt or sum of £—— was, before the date and execution of the said above-written bond or obligation, by and with the concurrence and privity of the said X., and with the consent of the said A., transferred from the said B. and Co. [the old firm] to the credit of the said B. and Co. [the new firm], in the books of their said respective partnerships, so that the said debt or sum of £—— is now due and owing from the said A. to the said B. and Co., as he the said A. doth hereby admit and declare: And whereas the said Z. hath agreed to become the surety of the said A. for the payment of the said sum of £——, and of all other sums which the said B. and Co., or any or either of them, or their or any or either of their partners or partner for the time being, as bankers, by any change or alteration of the persons composing the said banking concern for the time being, or the survivors or the survivor of them, or the executor or administrator of such survivor, or their or his partners or partner for the time being, shall or may at any time or times hereafter lend, advance, or pay to or for the use or on the account of the said A., or his partners or partner for the time being, or for which he or they shall be responsible to the said B. and Co., or any or either of them, or their or any or either partners or partner for the time being, as bankers, by any change or alteration of the persons composing the said banking concern for the time being, or the survivors or survivor of them, or the executor or administrator of such survivor, or their or his partners or partner for the time being, to the extent and in manner herein-after mentioned: And whereas it hath been agreed, that the said A. and Z. should enter into the above-written bond or obligation, subject to the condition hereafter expressed for securing monies to the extent of, and not exceeding the sum of £——: Now the condition of the above-written obligation is such, that if the said A. and Z., or either of them, or their or either of their heirs, executors, or administrators, do and shall from time to time, and at all times hereafter, on demand made by the said B. and Co., or any or either of them, or their or any or either of their partners or partner for the time being as bankers, by any change or alteration of the persons composing the said banking concern for the time being, or the survivors or survivor of them, or the executor or administrator of such survivor, or their or his partners or partner for the time being, well and truly pay or cause to be paid to the said B. and Co., and the partners and partner for the time being of any or either of them as bankers, by any change or alteration of the persons composing the said banking concern for the time being, or the survivors or survivor of them, or the executor or administrator of such survivor, or their or his partners or partner for the time being, the said sum

(1) As to bonds of this nature to bankers, 310. 4 Taunt. 673. 2 Barn. & Ald. 39, and how to be framed. see ante. 3d vol. 309, where see other forms.

of £——, and also all and every sum and sums of money whatsoever which from time to time shall be due and owing to them, any or either of them, from or by the said A., his heirs, executors, or administrators, or his or their partners or partner for the time being, on the balance of accounts between the said A., his executors or administrators, or his or their partners or partner for the time being, on the one part, and the said B. and Co., or any or either of them, and their or any or either of their partners or partner for the time being as bankers, by any change or alteration of the persons composing the said banking concern for the time being, or the survivors or survivor of them, and their or his partners or partner for the time being, on the other part, for and in respect of the said sum of £——, and all and every other sum and sums of money herein-after to be lent, advanced, and paid by the said B. and Co., or any or either of them, or their or any or either of their partners or partner for the time being as bankers, by any change or alteration of the persons composing the said banking concern for the time being, or the survivors or survivor of them, or the executor or administrator of such survivor, or their or his partners or partner for the time being, or for which he or they, or his or their partners or partner for the time being, or any of them, shall or may be answerable or responsible, either as drawers or acceptors or indorsers of any foreign or inland bill or bills of exchange, or as drawers or indorsers of any promissory note or notes of hand, or otherwise howsoever, to them the said B. and Co., or any or either of them, or any or either of their partners or partner for the time being as bankers, by any change or alteration of the persons composing the said banking concern for the time being, or the survivors or survivor of them, or the executors or administrators of such survivor, or their or his partners or partner for the time being, as bankers or banker for the said A., his executors or administrators, or his or their partners or partner for the time being, for discount, postages, and commission, and all other lawful charges and expences on all foreign or inland bills of exchange and promissory notes to be negotiated, taken, received, or discounted for, from, or on the account of the said A., his executors or administrators, or his or their partners or partner for the time being, by the said B. and Co., or any or either of them, or their or any or either of their partners or partner for the time being as aforesaid, or the survivor or survivors of them, or the executors or administrators of such survivor, or his or their partners or partner for the time being as aforesaid; and also of, upon, and for all other businesses to be transacted for the said A., his executors or administrators, or his or their partners or partner for the time being, by the said B. and Co., or any or either of them, or their or any or either of their partners or partner for the time being as aforesaid, or the survivors or survivor of them, or the executor or administrator of such survivors or survivor of them, or their or his partners or partner for the time being in their said business as bankers, together with interest at the rate of £5 per cent. per annum for the said sum of £——, and also for all such other sum or sums of money as from time to time, and for the time being, shall be due or owing from the said A., his executors or administrators, or his or their partners or partner for the time being as aforesaid, to the said B. and Co., or any or either of them, and their or any or either of their partners or partner for the time being as aforesaid, or the survivors or survivor of them, or the executor or administrator of such survivor, and their or his partners or partner for the time being, on the balance of account, whether open or stated between them, such interest to be computed and calculated according to the usual mode and custom of bankers in the said city of London, on the balance

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of monies which from time to time shall arise and be due to or in favour of the said B. and Co., or any or either of them, or their or any or either of their partners for the time being as aforesaid, or the survivors or survivor of them, or the executor or administrator of such survivor, and their or his partners or partner for the time being, as the same balances shall be increased or diminished or reduced from time to time; so nevertheless that all monies intended to be secured by the above-written bond or obligation shall not exceed the sum of £—— of lawful English money in the whole: And also if the said A., his executors or administrators, and his or their partners or partner for the time being, do and shall from time to time, and at all times hereafter, on demand made by the said B. and Co., or any or either of them, or their or any or either of their partners or partner for the time being as aforesaid, or the survivors or survivor of them, or the executor or administrator of such survivor, or their or his partners or partner for the time being, join and concur with the said B. and Co., and any or either of them, and their or any or either of their partners or partner for the time being as aforesaid, or the survivors or survivor of them, or the executors or administrators of such survivor, and their or his partners or partner for the time being, in settling, adjusting, and ascertaining the balance of every such account, and the amount of the sums or sum of money then due or owing by, from, or to the said B. and Co., or any or either of them, or their or any or either of their partners or partner for the time being as aforesaid, or the survivors or survivor of them, or the executor or administrator of such survivor, and their or his partners or partner for the time being, upon every such account: Then the above-written bond or obligation shall be void and of no effect, but otherwise shall be and remain in full force and virtue.

Another Form
of Bond to
Bankers for se-
curing Re-
payment of
Money to be
advanced beyond
Balance in
hand. (1)

Know all men by these presents, that I [or we], (the obligor or obligors), of, &c., am [or are] holden and firmly bounden unto (the obligee) [or (obligees)] of, &c., in the penal sum of £—— of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, to be paid to the said (obligee) [or (obligees), or one of them, or their or] his executors, administrators, or assigns, or his or their lawful attorney or attornies, for which payment to be faithfully and truly made I bind myself, my heirs, executors, and administrators, [or we bind ourselves and each of us jointly and severally, and our and each of our heirs, executors, and administrators, and every of them], firmly by these presents, sealed with my seal, [or our respective seals], dated this —— day of —— in the —— year of the reign, &c., and in the year of our Lord ——. Whereas the said (obligor) hath opened an account with the said (obligees) as bankers, at their banking-house at ——: And whereas the said (obligees) have agreed to discount bills of exchange and other negotiable securities, and otherwise pay in advance for the said (obligor), if he should have occasion, any sum or sums of money not exceeding, at any one or more time or times, the sum of £—— in the whole, upon his entering into the above-written obligation, with such condition to be thereunder written as herein-after is contained: Now the condition of the above obligation is such, that if the said (obligor), his heirs, executors, or administrators, do and shall, from time to time, and at all times hereafter, reimburse and fully pay and satisfy to the said (obligees), and all and every other person and persons who shall or may become partner or partners with them in the banking business, or any or either of them, or other the firm of the said house for the time being,

(1) See Wilde's Sup. vol. i. 370.; and ante, ad vol. 309, 310.

and their and each and every of their heirs, executors, and administrators, Vol. III. Ch. V.
all and every such sum and sums of money as they the said (obligees), or any or either of them, or any further partner or partners of the said firm, or other the firm of the house for the time being, shall advance and pay, or be liable to advance and pay, for or on account of their accepting or paying any bill or bills of exchange, drafts, notes, or other securities or engagements whatsoever which he the said (obligor) shall from time to time draw upon, or desire or request to be paid by him, or be made payable at their banking-house, or which shall be discounted or paid or credited in advance by them, or either of them, for the said (obligor); and also all and every other sum and sums of money which they the said (obligee), or any or either of them, or other the firm of the house for the time being, shall have laid out, paid, or advanced, or become in anywise liable to advance or pay to any person or persons whomsoever, to, for, or on the credit of the said (obligor), or otherwise on his account, together with such lawful charges and allowances for advancing and paying such bill or bills, drafts, notes, securities, and engagements, as are usually charged by bankers in such and the like cases, and interest after the rate of five per cent. per annum for such sums as they shall be in advance or in balance against the said (obligor); and also do and shall from time to time, and at all times hereafter, well and truly indemnify and save harmless the said (obligees), their executors, administrators, and assigns, and all and every other person or persons who shall or may become partner or partners with them, or any of them, and their and each and every of their heirs, executors, and administrators, and their and each of their goods and chattels, and lands, tenements, and hereditaments, of, from, and against all manner of actions, suits, losses, costs, charges, damages, expences, and demands whatsoever, which shall or may happen or be occasioned by or by reason or on account of their, any or either of their accepting, paying, or satisfying all or any such bill or bills of exchange, drafts, notes, securities, or engagements, or of their or any or either of their lending, paying, or advancing, or becoming in any manner liable to lend, pay, or advance any sum or sums of money to, for, or on the credit of the said (obligor), or otherwise on his account, or for his use or benefit: Then, &c.; or else, &c.

Whereas all the obligors had applied to the five obligees and requested them in their capacity of bankers from time to time to accept and discount bills of exchange and promissory notes, and to advance and pay monies for C. and W. the younger, and for their use and on their account, (such acceptances and discounts not exceeding in the whole at any period of time the sum of £3000,) which the said five obligees had consented to do upon being indemnified against all loss, costs, charges, damages, and expences by reason thereof: Therefore if the obligors or any or either of them should at all times thereafter, upon request made, pay to the five obligees, their executors, administrators, or assigns, all such sum and sums of money as at any time thereafter should be paid or advanced by the said five obligees or any of them unto and for the use or on the account of C. and W. the younger, or which should or might become due or owing unto the said five obligees by or from C. and W. the younger, by reason of the non-payment of the amount of any bills of exchange, promissory notes, or any other securities which should thereafter be paid by C. and W. the younger into the hands of or be accepted by the said five obligees for or on the ac-

Bond to secure
Monies from
time to time
to be advanced
by Bankers. (1)

(1) See form, 4 Tapscott, 673.

Vol. III. Ch. V. count of C. and W. the younger, as their bankers, upon discount or otherwise, or for interest, commission, postage, notarial and other charges whatsoever; and also if the obligors or either of them should at all times thereafter effectually keep indemnified the five obligees, and each of them, their and each of their heirs, &c. against all loss, costs, charges, damages, and expenses whatsoever, which they, any or either of them, should suffer, sustain, expend, or be put to, for or by reason of the non-payment of any such bills, promissory notes, or other securities, or for or by reason of any of their dealings or transactions as bankers for C. and W. the younger, or in anywise relating thereto, or otherwise, not exceeding £3000 and costs, postage, commission, and interest; then the bond should be void.

Bond to a Banker for the Payment of all Sums of Money that may be advanced by them with Interest, and all Costs and Expenses of Postages, Commissions, Discount, &c., and for adjusting and ascertaining Balance when requested. (1)

Bond from A. B. to R. B. and R. C. Whereas the said R. B. and R. C. transact business for the said A. B. as his bankers: Now the condition of the above-written bond or obligation is such, that if the above-bonded A. B., his heirs, executors, or administrators, do and shall from time to time, and at all times hereafter when thereunto requested by the said R. B. and R. C., or the survivor of them, his executors or administrators, well and truly pay or cause to be paid unto the said R. B. and R. C., or the survivor of them, his executors or administrators, all and every the sum and sums of money which from time to time shall be due or owing to him or them by the said A. B., his heirs, executors, or administrators upon the balance of account between the said A. B. on the one part, and the said R. B. and R. C., or the survivor of them, his executors or administrators, on the other part, for money advanced and to be advanced and paid by the said R. B. and R. C., or the survivor of them, his executors or administrators, to or for the said A. B., and also for the usual and lawful charges of the said R. B. and R. C., or the survivor of them, his executors or administrators, as the banker or bankers of the said A. B., for discount, postages, and commission upon all foreign and inland bills of exchange to be negotiated, taken, received, or discounted, of, for, or from the said A. B., by the said R. B. and R. C., or the survivor of them, his executors or administrators, and also upon and for all other business to be transacted for the said A. B. by the said R. B. and R. C., or the survivor of them, his executors or administrators, in his or their said business of a banker or bankers, together with interest at the rate of 5 per cent. per annum for such sum or sums of money as from time to time for the time being shall be owing by or from the said A. B., his heirs, executors, or administrators, to the said R. B. and R. C., or the survivor of them, his executors or administrators, on the balance of account, either upon or stated between the said A. B. of the one part, and the said R. B. and R. C. of the other part, such interest to be computed on the balance which from time to time shall arise or appear in favour of the said R. B. and R. C., or the survivor of them, his executors or administrators, as the same balance shall be increased or reduced: And also if the said A. B., his heirs, executors, or administrators, shall and do from time to time, when thereunto requested by the said R. B. and R. C., or the survivor of them, his executors or administrators, join and concur with the said R. B. and R. C., or the survivor of them, his executors or administrators, in settling, adjusting, and ascertaining the balance of every such account, and the amount of the sum or sums of money then due or owing by, from, or to the said R. B. and R. C., or the survivor of them, his executors, or administrators, upon every such account: Then, &c.; otherwise, &c.

Whereas the above-bounden A. B. and C. D. have requested the above-named E. F. to accept and pay for them, and upon their account, at L., such foreign bill or bills of exchange as shall be drawn upon them or either of them, or upon the said E. F. for or on their or either of their accounts: Now the condition, &c.; that if they the said A. B. and C. D., their heirs, &c., do and shall from time to time, &c. reimburse and fully pay and satisfy to the said E. F., his executors, &c. in L., or otherwise shall accept and duly pay to his or their order at M. such bill or bills of exchange as he the said E. F. shall from time to time draw on the said A. B. and C. D., their executors, &c. for all or any such sum or sums of money which he the said E. F. shall from time to time advance, pay, and disburse, as well for payments and discharges of any such bill or bills of exchange for and on account of the said A. B. and C. D., or either of them, as also what he shall otherwise credit them, together with the charge or allowance for drawing such bill or bills of exchange upon them or either of them at M., as the exchange shall then govern, or upon the best terms such money can be procured and remitted upon such bills drawn on them or either of them, and likewise interest after the rate of £——, &c. for all or any such sum or sums of money as the said E. F. shall so from time to time pay or be in disburse for or upon account of, or what he shall otherwise credit them or either of them as aforesaid, until he or they shall be fully repaid and satisfied all such sum and sums of money: Then, &c.; otherwise, &c.

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Bond from two Persons to repay what Bills of Exchange the Obligor shall pay for them in L., with Interest, and they to pay what Bills he shall draw on them at M. (1)

The condition, &c., that if the above-bounden A. B. his heirs, &c., or any of them, shall and do accept all or any such bill or bills of exchange which are or shall be drawn by C. D. and E. F. merchants, at St. P. in M. on the said A. B., for the sum of £—— sterling, or any part or parts thereof, for certain parcels of —— by them shipped and laden by order of the said A. B. on board the several ships hereafter mentioned, —— tons more or less of —— on board the ship called the Justina, J. N. master, &c. in all —— tons of —— or thereabouts, as such the said bill or bills of exchange shall be tendered or presented to or for the acceptance of the said A. B., his executors, &c. or any of them; and also if the said A. B. and G. H. (one bound with him), their heirs, &c., or either or any of them, shall duly pay or cause to be paid all and every such sum or sums of money which shall be mentioned and contained in, and for which every or any such bill or bills of exchange shall be drawn, for all or any part or parts of the said £——, sterling, at such days and times and in such manner as the same and every of them respectively shall become due and payable, according to the tenor of every or any such bill or bills of exchange, and in full discharge thereof, and every of them: Then, &c.; otherwise, &c.

Bond from two Merchants to pay Bills of Exchange, which two Factors shall draw on them to the Value of £——, being for certain Parcels of Goods by them laden on board several Ships by their Order and for their Use.

Whereas the above-bounden A. B. did on or about the, &c. give a note under his hand for the sum of £—— payable to the above-named C. D., or his order, at —— months after the date thereof, and did then also give another note under his hand of the same date, for the sum of £—— more, payable to the said C. D., or order, at —— months after the date thereof. And whereas the above-bounden E. F. did on or about the said, &c. give a note under his hand for the sum of £——, payable to the said C. D., or order at —— months after the day of the date thereof, and did then also give another note under his hand of the same date for the sum of £—— more payable to the said C. D., or at —— months after the date thereof, as

Bond from two Persons who had given their separate Notes to a Tradesman for Goods sold to them severally, for securing the Payment to each other's Notes. (2)

(1) See form, Montefiore, 139.

(2) Montefiore, 140.

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by the said several notes relation, &c.; which said several notes were so given for goods, wares, and merchandizes sold and delivered to the said A. B. and E. F. by the said C. D.: And the said A. B. and G. H. have agreed to become jointly and severally bound by obligation for the due payment of all the said several sums as aforesaid: Now therefore the condition, &c., that if the said A. B. and E. F., their heirs, &c. respectively, or either or any of them, do and shall well and truly pay or cause to be paid, &c. unto the said C. D., his executors, &c., all the said several sums mentioned and expressed in and by the said several recited notes of hand, and every of them, as the said several sums shall thereby become and grow due, and ought to be paid, according to the purport and true meaning of the said several bills or notes, and of these presents: Then, &c.; otherwise, &c.

Bond from a
Merchant to pay
what Money
shall be advanced
on a Letter of
Credit. (1)

Whereas the above-bound A. B. hath requested the above-named C. D. to furnish, supply, and pay unto E. F., or his order, at L., any sum or sums of money not exceeding _____ dollars: And whereas the said C. D. hath, at the like request of the said A. B., given an order or letter of credit upon and directed to G. and Co. at N., bearing date with these presents, to furnish and pay unto the said E. F., or his order, any sum or sums not exceeding _____ dollars; and he the said A. B. hath agreed to pay to the said C. D., in B., all such sum or sums of money as shall by virtue of the said order or letter of credit be paid to the said C. D., or his order, within _____ days after the date of any bill or bills of exchange which shall be drawn by the said C. D. for reimbursement thereof: Now the condition, &c., that if the said A. B., his heirs, &c., do and shall accordingly, within the said _____ days after the date of any such bill or bills of exchange which shall be so drawn by the said E. F., well and truly pay or cause to be paid unto the said C. D., his executors, &c., in O., so much sterling money as all such sum or sums of money which shall be so far advanced and paid upon, or by virtue of the said order or letter of credit given as aforesaid, and for which such bill or bills shall be so drawn as aforesaid, shall amount unto, not exceeding in the whole _____ dollars, as the exchange from L. to B. shall be on a dollar when such bill or bills of exchange shall be so drawn: Then, &c.; otherwise, &c.

Mortgage (by
way of Trust for
Sale) to secure
Banker's
running
Account. (2)

Agreement.

This indenture, &c. between A. of the one part, and B. and C. of the other part [recite A.'s title]: And whereas the said A. hath lately requested the said B. and C. to permit and suffer him the said A. to keep an account with the said B. and C., and to furnish cash for the convenience and accommodation of him the said A., which the said B. and C. consented and agreed to do on having the repayment of such sums as they might advance or engage to advance to or for the said A., together with interest, commission, and other usual charges well and effectually secured to them: And whereas, for the purpose of making such security as aforesaid, the said A. did, on or about the _____ day of _____ last, deposit with the said B. and C., amongst other things, the deeds relating to the title of the messuages, lands, and hereditaments hereafter mentioned and intended to be hereby released and conveyed, and it was thereupon agreed that such further security should be made to the said B. and C., as is hereafter mentioned or contained: Now this indenture witnessed, that in pursuance and performance of the said agreement, and in consideration of the premises, and for securing the repayment of all and every sum and sums which the said B. and C. have

(1) Montefiore, 140.

(2) See Mr. C.'s MS. precedents, 159.

already advanced or paid, or have engaged to advance or pay to or on the account of the said A., or which they the said B. & C., or the survivor of them, or other the person or persons for the time being engaged or concerned in the banking-house now carried on under the firm of ———, shall or may at any time or times hereafter advance or pay, or become engaged to advance or pay to or on the account of the said A., his executors or administrators, together with interest for the same sums of money respectively, and all commission and usual charges, he the said A. hath, &c. [insert the usual release, and general words and habendum.] And it is hereby agreed and declared between and by the said parties to these presents, that the said B. and C., their heirs and assigns, shall stand and be seised of and interested in the said messuages, lands, hereditaments, and premises hereby released and conveyed, or mentioned and intended so to be, and of and in their appurtenances, upon trust, that if the said A., his heirs, executors, administrators, or assigns, shall and do, within the space of ——— calendar months after the day of the date of these presents, well and truly pay or cause to be paid unto the said B. and C., their executors, administrators, or assigns, or other the person or persons entitled thereto, all and every sum and sums of money which the said B. and C. have already advanced or paid, or become engaged to advance or pay to or on the account of the said A., or which they the said B. and C., or the survivor of them, or other the person or persons for the time being engaged or concerned in the said banking-house, now carried on under the firm of ———, shall or may advance or pay, or become engaged to advance or pay to or on the account of the said A., his executors or administrators, together with interest for such sum or sums of money respectively, after the rate of £5 for every £100 by the year, to be computed from the time or respective times of advancing or paying the same respectively, and also all commission and other usual charges, and all and every other sum and sums of money (if any) which shall or may be in anywise due or owing from the said A., his executors or administrators, to the said B. and C., their executors, administrators, or assigns, or other person or persons for the time being engaged or concerned in the aforesaid banking-house, without any deduction or abatement whatsoever out of the same, or any part thereof respectively, for or in respect of any taxes, charges, rates, assessments, or other impositions whatsoever, taxed, charged, assessed, or imposed, or to be taxed, charged, assessed, or imposed on the said messuages, &c. hereby released and conveyed, or mentioned or intended so to be, or on the said principal monies and interest, or any part thereof respectively, or on the said B. and C., their executors, administrators, or assigns, or any other person or persons, for or in respect of the said messuages, &c., or any of them, or for or in respect of the aforesaid principal monies and interest, or any part thereof, by authority of parliament or otherwise howsoever, or for or in respect or on account of any other matter, cause, or thing whatsoever, then and in such case the said B. and C., or the survivor of them, or the heirs or assigns of such survivor, do and shall, at the costs and charges of the said A., his heirs or assigns, re-convey the said messuages, &c. hereby released and conveyed, or mentioned and intended so to be, with their appurtenances, unto and to the use of the said A., his heirs and assigns, or as he or they shall direct or appoint, free from all incumbrances in the mean time made, committed, suffered, or occasioned by the said B. and C., their heirs or assigns, or any of them : And upon this further trust, that if the said A., his heirs, executors, or administrators, shall not, within the aforesaid space of ——— calendar months from and after the day of the date of these presents, pay or cause to be paid unto the said B. and C., their executors, administrators, or assigns, or other the person or persons entitled to receive the same, all and every such sum and sums of money, interest, commission, and charges as aforesaid, according to the true intent and meaning of these

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presents, then and in such case they the said B. and C., or the survivor of them, or the heirs or assigns of such survivor, do and shall immediately thereupon, or as soon afterwards as conveniently may be, absolutely sell and dispose of [insert the usual power of sale, receipt clause, &c.]: Provided always, and it is hereby further declared and agreed by and between the said parties to these presents, that if by reason of the decease of either of them the said B. and C., or of any other person in whom the said messuages, &c. hereby released and conveyed, or mentioned and intended so to be, shall hereafter become vested, or in consequence of any other matter or thing whatsoever, the said messuages, &c., or any part thereof, shall become vested in the survivor of them the said B. and C., or in the survivors or survivor of any other person or persons in whom the said messuages, &c. shall so become vested as aforesaid, then and in such case (notwithstanding any equitable claim or demand which the executors or administrators of the person or persons so dying shall have on the monies hereby secured or intended so to be), it shall and may be lawful to and for such survivor of them the said B. and C., or other the person or persons in whom the said messuages, &c. shall so become vested as aforesaid, to sign and give a receipt or receipts in writing for the monies hereby secured or intended so to be, or every or any part thereof, and that such receipt or receipts shall effectually discharge the person or persons to whom the same shall be given, their heirs, executors, administrators, and assigns, and every of them, and also the said messuages, &c. hereby released and conveyed, or mentioned or intended so to be, and every part and parcel thereof, of and from the money therein expressed or acknowledged to be received; and that such person or persons, their heirs, executors, administrators, or assigns, or any of them, shall not afterwards be answerable or accountable for the misapplication or non-application thereof, or be in any manner bound or concerned to see to the application thereof, or of any part thereof. [Insert usual trusts as to monies produced by the sale, and usual mortgage covenants as to account, and for debtors to join in conveying, and clauses of indemnity to mortgagees.]

Common Bond
for Payment of
Money at one
time, with Va-
riations where it
is to be paid by
Instalments;
also where there
are two or more
Obligors or
Obligees. (1)

Know all men by these presents, that I [or we]; (the obligor or obligors), of, &c., am [or are] holden and firmly bounden unto (the obligee) [or (obligees)], of, &c., in the penal sum of £—— of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, to be paid to the said (obligee), [or (obligees), or one of them, or their or] his executors, administrators, or assigns, or his or their lawful attorney or attornies, for which payment to be faithfully and truly made I bind myself, my heirs, executors, and administrators [or we bind ourselves, and each of us jointly and severally, and our and each of our heirs, executors, and administrators, and every of them], firmly by these presents, sealed with my seal [or our respective seals]. Dated this —— day of —— in the —— year of the reign, &c., and in the year of our Lord ——. The condition of the above-written obligation is such, that if the above-bounden (obligor) [or (obligors), or either of them], his [or their or either of their] heirs, executors, or administrators, or any other person or persons on his or their behalf, do and shall well and truly pay or cause to be paid unto the said (obligee) [or (obligees), any or either of them], his [or their or either of their] executors, administrators, or assigns, the full sum of £—— of lawful money of the united kingdom of Great Britain and Ireland, of English value

(1) See Wilde's Sup. 1st vol. 338; and Montefiore, 134. See general form of bond ante, 7.

and currency, upon the — day of — (1) next ensuing the date of the above-written obligation, with interest for the same in the mean time, after the rate of £5 of like lawful money for every £100 by the year, without any deduction or abatement whatsoever; then the above-written obligation shall be null and void, or else shall be and remain in full force and entire.

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The condition, &c. (the full sum of £— of lawful money of Great Britain, by instalments, at the days or times, and in the manner and proportions herein-after mentioned, that is to say), the sum of £—, part of the said sum of £—, on the — day of — next ensuing the date of the above-written obligation; the sum of £—, other part of the said sum of £—, on the — day of — then next ensuing; the sum of £—, other part of the said sum of £—, on the — day of —, which will be in the year —; and the residue of the said sum of £— on the — day of —, which will be in the said year —: And the said A. B., his heirs, executors, or administrators, do and shall, at the respective times of paying the said several and respective sums or instalments thereof, truly pay or cause to be paid unto the said C. D., his executors, administrators, or assigns, interest at and after the rate of £5 per cent. per annum from the date of these presents for the said sum of £—, or such part thereof as from time to time shall remain unpaid, up and in full to the respective times appointed for the payment of the same instalments respectively: And the said A. B., his heirs, executors, or administrators, do and shall make the said several payments, and every of them, without any deduction, defalcation, or abatement, and without fraud or further delay; then the above-written bond or obligation shall be void and of no effect. But in case the said A. B. shall make default in payment of any one or more of the said payments on the days hereby appointed for payment of the same; then the above-written bond or obligation shall be and remain in full force and virtue; and it shall and may be lawful to and for the said C. D., his executors, administrators, or assigns, to sue for, recover, and receive the whole of the principal and interest then remaining due on the said bond; any thing herein contained to the contrary thereof in anywise notwithstanding.

To pay Money by four Instalments, with Interest at £5 per Cent. per Annum, and in case of Default in Payment of one Instalment, the whole to become due.

Know all men by these presents, that I A. B. of, &c., am held and firmly bound to T. C., W. W., R. B., and E. C., esquires, justices of our lord the king assigned to keep the peace in the county aforesaid, and also to hear and determine divers felonies, trespasses, and other misdemeanors committed in the said county, in the sum of £12,000 of lawful money of Great Britain, to be paid unto the said T. C., W. W., R. B., and E. C., or their certain attorney, executors or administrators, for which payment to be made, and faithfully made, I bind myself, my heirs, executors, and administrators, firmly by these presents, sealed with my seal: And be it also known to all

Separate Bond of five different Obligors in separate Penalties, conditioned for Performance by the Principal of certain Acts. (3)

(1) If on demand, say "upon demand." In that case a demand must be made, 3 Camp. 459. If it be intended that the money should be paid by instalments, and a short form be wished for, say, "The full sum of £— of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, on the days and times, and in the manner herein-after expressed; that is to say, the sum of £—, part of the said sum of £—, on the — day of — now next ensuing; the sum of £—, other part thereof, on the — day of —; and the sum of £—, residue and remainder of the said sum of £—, on the — day of —, with interest for the said respective sums until payment of the same, without," &c. as above.

On Demand, or by Instalments. (2)

(2) See Montefiore, 135. In case of judgment by default, an inquiry must be executed, sec 6 East, 550.

(3) By this means the responsibility of each obligor is limited and restrained to the particular penalty in which he became bound.

Vol. III. Ch. V. ——— men by these presents, that I C. D. of, &c., am held and firmly bound to the said T. C., W. W., R. B., and E. C., in the sum of £3000 of like lawful money of Great Britain, to be paid to the said justices, or to their certain attorney executors, or administrators, for which payment to be well and faithfully made I bind myself, my heirs, executors, and administrators, firmly by these presents: And be it further known unto all men by these presents, that we E. F. of, &c. and G. H. of, &c., are also held and firmly bound to the said justices in £2000 each, of like lawful money, to be paid to the said justices, or their certain attorney, executors or administrators, for which payment to be well and faithfully made we bind ourselves, and each of us for himself, for the whole and entire sum of £2000 each, and the heirs, executors, and administrators of us and each of us, firmly by these presents, sealed with our seals: And be it also further known unto all men by these presents, that we I. K. of, &c., L. M. of, &c., and N. O. of, &c., are also held and firmly bound to the said justices in £1000 each, of like lawful money of Great Britain, to be paid to the said justices, or to their certain attorneys, executors, or administrators, for which payment to be well and faithfully made we bind ourselves, and each of us for himself, for the whole and entire sum of £1000 each, and the heirs, executors, and administrators of us, and each of us, firmly by these presents, sealed with our seals, &c. Dated, &c.

The condition is the same as if all the obligors were bound in one penalty.

To pay Money
by quarterly
Payments till
the whole is
paid. (1)

———— full sum of £—— of lawful money of Great Britain, in manner following; that is to say, the sum of £——, part thereof, on the —— day of —— next ensuing the date of the above-written obligation; the sum of £——, other part thereof, on the —— day of —— then next ensuing; the sum of £——, other part thereof, on the —— day of ——, also then next ensuing; and the further sum of £—— on the —— day of ——, which will be in the year of our Lord ——; and so on quarterly every quarter of a year, one next and immediately ensuing another, on every of the quarter days aforesaid, the sum of £——, until the said sum of £—— shall be in such manner fully paid and satisfied; then this obligation to be void, &c. But in case (as above).

To pay Money,
with the Interest,
half-yearly.

———— the sum of £—— yearly and every year for and during the term of —— from the date hereof, by two even and equal payments, half-yearly in the year, on the —— day of —— and —— day of —— in every year during the said term of —— years, being the interest of the sum of £——, herein-after mentioned, the first payment whereof is to be made on the —— day of —— next ensuing the date hereof, and the said principal sum of £—— at the end or expiration of —— years from the date hereof, or within —— months after notice in writing given to the said ——, his heirs, executors, or administrators, or either of them, by the said ——, his executors, administrators, or assigns, to pay the same after the end or expiration of the said term of —— years, with lawful interest for the same up to the time of payment, without fraud or delay; then this obligation to be void. But if default shall happen to be made in payment of any of the said several and respective half-yearly payments, or any part thereof, being the interest on the said principal sum of £——, on any of the said several and respective days and times above limited for payment thereof, or of the said principal sum of £—— at the end or expiration of —— years from the date hereof, or within —— months after notice in writing as afore-

said, contrary to the meaning of these presents; then the above-written obligation shall be and remain in full force and virtue. Vol. III. Ch. V.

This indenture, made the, &c. between A. B. of, &c. of the one part, and C. D. and E. F. of, &c. trading under the firm of C. D. and Co. of the other part. Whereas the said A. B. is sole owner of two certain ships or vessels, the one called the ———, whereof G. H. is master, and the other called the ———, whereof I. K. is master, both now on the southern whale fishery, and intended to return from thence with the produce of their fishings to Great Britain: And whereas by a certain instrument in writing, or policy of insurance, underwritten and subscribed at London in the months of ——— and ——— last past, an insurance was effected in the name of the said A. B. on the said ship or vessel called the ———, her whaling stores, guns, &c. valued at £——, at and from London to Madeira and southern fishery, with liberty to fish and stay at all ports and places whatsoever, as well on this side as on the other side of both the Cape of Good Hope and Cape Horn, with liberty to cruize for the space of six successive weeks, and to return to any port or ports with any prize or prizes she may take, and until her arrival at her port of discharge in Great Britain, with leave to call at any one port for orders to the amount of and for the sum of £——: And by a certain other writing or policy of insurance, made in the name of N. O., as agent to the said A. B., and subscribed and underwritten at London in the month of ——— last past, the sum of £—— was effected on the said ship or vessel called the ———, her whaling stores, guns, &c., at and from London to Madeira and the southern fishery, with liberty to fish and stay at all ports and places wheresoever, as well on this side as on the other side of both the Cape of Good Hope and Cape Horn, and until her arrival at the port of discharge in Great Britain, with leave to call at any one port for orders: And whereas the said A. B. stands indebted unto the said C. D. and E. F., trading under the firm of C. D. and Co., upon an account current subsisting between them in a large sum of money, and they the said C. D. and Co. are likely to become further in advance for him the said A. B., by effecting insurances on the said ships or vessels called the ——— and ———, and the produce of their fishings, and entering into further engagements, and making further payments on this account: And the said A. B., as a security to the said C. D. and Co., for the balance now due and owing to them upon their said account current, and to induce them to make further payments and advances to him the said A. B. and on his account, hath proposed and agreed to assign to them the said two ships or vessels, with their appurtenances, and the said two policies effected thereon, and the produce of their fishings, as a security for the same, and interest, as herein-after more particularly is mentioned: Now this indenture witnesseth, that in pursuance of the said proposal and agreement so made by the said A. B. to and with the said C. D. and E. F., in consideration of the several sums of money advanced and to be advanced by them to and on account of the said A. B.; and in further consideration of the sum of five shillings in hand paid by the said C. D. and E. F. to the said A. B., at or immediately before the sealing and delivery of these presents, he the said A. B. hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over, unto the said C. D. and E. F., their executors, administrators, and assigns, all that the said ship or vessel called the ———, of the burthen of — tons or thereabouts, now on the south whale fishery, and whereof the said ——— is master, together with all and singular the masts, sails, sail-yards, anchors, cables, ropes, cords, boats, oars, pieces or ordnance guns, gun-powder, shot, tackle, apparel, ammunition, provision, and furniture to the

Assignment of two Ships in the Southern Whale Fishery, with the Produce of their Fishings, and also two Policies of Insurance, for securing the Payment of a Sum of Money now due, and all such Sums as may hereafter be advanced. (1)

(1) See form, Montefiore, 79.

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Copy of the
Certificate of
the Registry. (1)

said ship or vessel belonging or in anywise appertaining, which said ship or vessel hath been duly registered pursuant to the act of parliament for that purpose, and a copy of the certificate of such registry is as follows: "No. —. In pursuance, &c.;" and which said register was, on the — day of —, indorsed with the name of — as the master thereof: And also all that the new ship or vessel called the —, of the burthen of — tons or thereabouts, now on the southern whale fishery, and whereof — is master, together with all, &c., which said ship or vessel hath been registered pursuant, &c. &c., and which said register was on the — day of — indorsed with the name of — as the master thereof: And also — tons of oil, part of the produce of the fisheries of the said ships, together with the said two policies of assurance so effected thereon as aforesaid, and all such other policy or policies for additional or further assurance as shall or may be effected upon the said ships or vessels and their cargoes, or either of them, in whose name soever the same may happen to be made, and all such sum and sums of money thereby secured or to be secured, as far as relates to the premises hereby assigned; and all benefit and advantage whatsoever to be had, made, gotten, or taken, of or by virtue of the said premises, or any of them; and all the estate, right, title, interest, trust, property, claim, and demand whatsoever, both at law and in equity, of him the said A. B., of, into, or out of the said two ships or vessels, and their apparel and stores, and all and singular other the effects and premises herein-before mentioned, and hereby or intended to be hereby bargained, sold, and assigned, and either or each of them, or any part or parcel thereof, or any of them, and all muniments and writings relating to the said ships, or either of them, now in the custody or possession of the said A. B., or which he can get or obtain without suit at law, to have and to hold the said two ships or vessels, and their apparel and stores, and all and singular other the effects and premises herein-before mentioned, and hereby or intended to be hereby bargained, sold, and assigned, with their and every of their appurtenances, unto the said C. D. and E. F., their executors, administrators, and assigns, in as full, large, ample, and beneficial manner and form, to all intents and purposes, as he the said A. B. could or might have held or enjoyed the same in case these presents had not been made; subject nevertheless to the proviso for redemption thereof herein-after contained. And for the better enabling and empowering the said C. D. and E. F., their executors, administrators, and assigns, to receive and take and get into their possession the said ships or vessels, with their tackle and stores, and the said — tons of oil, and all and singular other the effects and premises herein-before mentioned and intended to be hereby assigned, and every or any part thereof, he the said A. B. hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said C. D. and E. F., and the survivors and survivor of them, and the executors and administrators of such survivor, his true and lawful attornies and attorney, irrevocable, for him and in his name, and as his act and deed, or in their own names, and as their own acts and deeds, to enter into and take possession of the said ships or vessels, with all their tackle and stores, together with the said — tons of oil to be received and taken by the said C. D. and E. F. out of the cargoes of the said ships, or either of them, or any part of them, or either of them; and to ask, demand, and receive all such sum and sums of money which shall or may become due, payable, and recoverable by virtue of the said policies of assurance so effected or to be effected thereon; and in default of payment or delivery thereof, or any part thereof, to commence, prosecute, and defend any action or actions, suit or suits at law or in equity, and to pursue, use,

(1) In any assignment, agreement, or contract relating to a registered ship, the certificate of registry must be recited. *Biddell v.*

Seeder, 2 Dowl. & Ryl. Rep. 499. 1 Bar. & Cres.

and take all other just and lawful ways and means for the recovery and getting in all and every the premises hereby assigned or mentioned or intended so to be, and every part and parcel thereof; and on payment, recovery, or delivery thereof, or any part thereof, to give or execute one or more receipt or receipts, release or releases, or other good and sufficient discharge or discharges for the same; and also to appoint and substitute one or more attorney or attornies, agent or agents under them, for the purposes aforesaid, with the like or more limited powers, and the same again at pleasure to revoke, and from time to time to appoint any other person or persons in their place or stead, as they the attornies hereby appointed shall think fit; and generally to do, undertake, and perform all and every other act, measure, or thing whatsoever which shall be requisite or necessary in or about the premises for effecting the purposes aforesaid, and as fully and effectually to all intents and purposes as if he the said A. B. was present, and actually did the same, hereby ratifying, allowing, and confirming, and agreeing to ratify, allow, and confirm, all and whatsoever his said attornies or attorney, or their or his substitute or substitutes, shall lawfully do or cause to be done in and about the premises by virtue of these presents: Provided always, and it is hereby declared and agreed by and between the said parties hereto, that if the said A. B., his heirs, executors, administrators, or assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said C. D. and E. F., their executors, administrators, or assigns, all such sum and sums of money as are now due and owing unto them, or any of them, from the said A. B., or which they or any of them shall or may hereafter pay, lay out, advance, or become liable to pay to or for the use of the said A. B., and by his order, and also such sum and sums of money, costs, charges, damages, and expences as they the said C. D. and E. F., their executors, administrators, or assigns, or any of them, shall pay, lay out, sustain, expend, or become liable to pay, under and by virtue of these presents, or of any covenant, clause, agreement, matter, or thing herein contained, together with lawful interest for the same, to be computed from the respective days of advancing or paying the same; then, and at any time afterwards, upon the request and at the costs and charges of the said A. B., his executors, administrators, or assigns, they the said C. D. and E. F., their executors, administrators, or assigns, shall and will re-assign and re-convey unto him the said A. B., his executors, administrators, or assigns, or to whom he or they shall direct or appoint, the said two ships or vessels, oil, and all and singular the effects and premises hereby or intended to be hereby assigned, or the monies or other considerations for which the same or any part thereof shall happen to be sold, in pursuance or under the clauses or agreements herein contained; any thing herein contained to the contrary thereof in anywise notwithstanding. And it is hereby further declared and agreed, by and between the said parties hereto, that it shall and may be lawful to and for the said C. D. and E. F., their executors, administrators, and assigns, at any time hereafter before the arrival of the said ships or vessels, or either of them, at the port of London, or other port or places of destination in England, from their present voyages, to effect or cause to be effected one or more policy or policies of assurance, to insure the safe arrival of the said ships or vessels, and their cargoes, at the port of London, or such other ports or places at which it may be intended for them to unload and deliver their cargoes, either in their own names or in the names of the said A. B., or any other person or persons, as agent or agents, and in such sum or sums of money as they shall think proper, so as not to exceed the value of the interest in and on board the said ships, and to pay the necessary premiums for that purpose, and all costs, charges, and expences attending the same: And also, that in case the said A. B., his executors, administrators, or assigns, shall refuse or neglect to pay to the said C. D. and E. F., their executors, administrators, or assigns, within ——— months after

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demand, all such sum and sums of money as shall be then due and owing to them or any of them from the said A. B., or which they or any of them shall be then liable to pay to and for his use, together with lawful interest for the same, to be computed as aforesaid, then it shall and may be lawful to and for the said C. D. and E. F., their executors, administrators, or assigns, to sell and dispose of the said ships or vessels, oil, and all and singular other the effects and premises hereby assigned or intended so to be, or any part thereof, either by public auction or private contract, for the most money or best price or prices that can or may in their judgment be reasonably had or gotten for the same; and out of the monies arising from such sale, or otherwise coming to their or any of their hands on account of the said A. B., his executors, administrators, or assigns, to retain the same, or so much thereof as shall be necessary to pay and satisfy themselves all such sum and sums of money as shall be due and owing unto them, or any of them, from the said A. B., his executors, administrators, or assigns, or which they or any of them shall become liable to pay for him or them, and all expences and charges attending the said sale, together with lawful interest for the same as aforesaid, and to pay or deliver the residue or overplus thereof, if any, unto the said A. B., his executors, administrators, or assigns, or to whom he or they shall direct or appoint: And further, that it shall and may be lawful to and for the said C. D. and E. F., their executors, administrators, and assigns, to keep the said ships or vessels and oil, from and after their arrival at their ports or places of discharge, until the same shall be sold as aforesaid, fully insured from loss or damage by fire or otherwise, at the costs and charges of the said A. B., his executors, administrators, or assigns. And the said A. B., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said C. D. and E. F., their executors, administrators, and assigns, in manner following; that is to say, that he the said A. B., his heirs, executors, or administrators, shall and will well and truly pay or cause to be paid unto the said C. D. and E. F., their executors, administrators, and assigns, all and every such sum and sums of money as they or any of them have already paid, lent, advanced, or become liable to pay, or shall or may hereafter pay, lend, or advance, or become liable to pay to or for the use of the said A. B., his executors, administrators, or assigns, according to the true intent and meaning of these presents, together with lawful interest for the same, to be computed from the respective days of paying or advancing the same: and that he the said A. B. now, at the time of the sealing and delivering of these presents, is lawfully, rightfully, and absolutely possessed of and entitled to the said two ships or vessels, with their tackle, stores, and cargoes, and other the effects and premises herein-before mentioned or intended to be hereby assigned, and is the only true, lawful, and rightful owner thereof; and also, that he the said A. B., his executors and administrators, and all and every other person and persons having or lawfully or equitably claiming, or who shall or may have or claim the said two ships or vessels, oil, and all and singular other the effects and premises hereby or intended to be hereby assigned, and every or any part and parcel thereof, or any thing out of the same, shall and will from time to time, and at all times hereafter, upon every reasonable request of the said C. D. and E. F., their executors, administrators, or assigns, and at the proper costs and charges of him the said A. B., his executors or administrators, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other acts, deeds, and things, assignments and assurances in the law whatsoever, for the further, better, more perfect, and absolutely assigning and assuring of the said two ships, oil, and all and singular other the effects and premises herein-before mentioned and intended to be hereby assigned, and for empowering them the said C. D. and E. F., their executors, administrators, or assigns, to have, take, recover, and receive the

same respectively, as by them the said C. D. and E. F., their executors, administrators, or assigns, or their or any of their counsel learned in the law, shall be reasonably devised, advised, and required. In witness, &c. Vol. III. Ch. V.

Whereas A. B. of, &c. by writing or bill of sale under his hand and seal, bearing date herewith, for the consideration therein mentioned, did sell to C. D. of, &c. one full and equal thirty-second part of and in all that ship or vessel called the Charming Sally, of the burthen of 600 tons or thereabouts, now, &c., whereof E. F. is master, and of all freights and sums of money due and unreceived on account of the said ——— part of the ship, as thereby relation, &c. : And whereas before and at the time of the sealing the said recited bill of sale, it was agreed between the said A. B. and C. D., that the said C. D., his executors and administrators, should and is to pay all or any debts or money which is or are owing and unpaid on account of the said ——— part of the said ship, for her outset for any former voyage or voyages, or otherwise, if any such should be due : Now therefore the said C. D., in consideration of the said sale so to be made, and in pursuance of the said agreement as aforesaid, doth hereby, for himself, his executors and administrators, covenant, promise, and agree to and with the said A. B., his executors, administrators, and assigns, that he the said C. D., his executors and administrators, shall and will bear and pay all such debts, sum and sums of money, which, at or before the day of the date hereof, are or may be due, owing, and unpaid on account of the said ——— part of the said ship to him sold as aforesaid, for or on account of the said ship's outset for any former voyage or voyages, or otherwise howsoever, and thereof and therefrom, and from all actions, suits, payments, charges, and damages by reason thereof, shall and will at all times hereafter save and keep harmless and indemnified the said A. B., his executors and administrators, and his and their goods and estates. In witness, &c.

Agreement to pay Debts owing, &c. on account of Part of a Ship, in consideration of Assignment thereof. (1)

Provided always, and notwithstanding any of the trusts herein-before declared and contained of and concerning the said sum of £——, it is hereby expressly declared and agreed by and between all the parties to these presents, and the said ——— and ——— do hereby severally direct and appoint, that from time to time during so long time as the said (husband) shall continue in trade, it shall and may be lawful to and for the said (trustees), and the survivor of them, his executors, administrators, or assigns, and they and he are and is hereby authorized and also required, on the request of the said (husband), to advance and lend to the said (husband) all or any part of the said sum of £——, or of the produce of the stocks, funds, or securities in or upon which the same shall from time to time be invested, on the security of the bond of the said (husband), payable on demand, without any responsibility by or on the part of the said trustees, or the survivor of them, his executors, administrators, or assigns, for any loss of the said trust monies, or any part thereof, which may happen by advancing the same to the said (husband), and without any discretion in them the said (trustees), or the survivor of them, his executors, administrators, or assigns, to withhold the ——— of the said trust monies from the said (husband), or to enforce the repayment thereof during the life of the said (husband), either at law or in equity, against the will of the said (husband), so long as he shall continue

Power for Trustees to advance Trust Monies for Husband's Use in Trade. (2)

(1) Montefiore, 17.

(2) See Mr. C.'s MS. precedents, 3d vol. 210.

Vol. III. Ch. V. in trade, and with the option to the said (husband) to repay the said sum of money, from time to time, when he shall think proper, and to have the same again advanced to him on the security of his bond: And further, that the money which from time to time shall be advanced and lent to the said (husband), and the securities which shall be taken for the same, shall be held upon the trusts, and for the ends, intents, and purposes herein-before expressed and declared, or contained, of and concerning the said sum of £——, and the stocks, funds, or securities on which that sum is herein-before directed to be invested; but nothing herein contained shall effect or prejudice the right of the said (trustees), or the survivor of them, his executors, administrators, or assigns, to receive any dividend in respect of so much or such part (if any) of the said trust monies as shall be in the hands of the said (husband), when and if he shall become bankrupt or insolvent, or there shall be a distribution of his effects among his creditors.

Memorial of a
Foreigner to the
Governor and
Company of the
Bank of England
requesting a Dis-
count of his
Bills.

To the Honourable the Governor, Deputy Governor, and Director of
the Bank of England.

The Memorial of A. B. of London, Merchant,

Humbly sheweth,

That your memorialist has for years past carried on a capital concern in the remitting and mercantile line, which he has conducted in a manner really advantageous to this country, and in the course of which he has given ultimate satisfaction to those with whom he has had the honour to negotiate business, and acquired a respectability of character which emboldens him to seek assistance from you.

Your honours must be sensible, that in a commerce like that your memorialist is engaged in, great exertions are necessary to facilitate remittances to the many parts of Europe he corresponds with. He has hitherto found every resource he could wish for in private discount. But as many obstacles often impede private accommodation, and have at times subjected your memorialist to some inconveniencies, and his remittances being generally made in such bills which perhaps none of you would individually refuse discount for, he flatters himself, these circumstances, and his character and connexions, considered, will operate so far in his favour, that you will be pleased to make him an exception to your general rule of not discounting for any foreigners. Your memorialist conceived this rule has not been adopted on illiberal grounds; indeed he would not insult the directors of the bank of England with a conjecture that they causelessly adopted a system so injurious to the rights of humanity—a system which must in some measure clog the wheels of commerce. Nor can he conceive, that so circumscribed and impolitic a cause can be assigned for the production of so uncharitable an effect—that because some foreigners have merited censure, you would withhold that assistance which, in a great commercial nation like this, ought to be extended to every useful member of society. Your memorialist,—conscious of having never in a single instance merited the censure of the most scrupulous—having never shipped to the value of one pound sterling in bullion but what he has had from the bullion office—having never attempted in the most indirect manner to lower the price of the funds, but, through the course of his long establishment and extensive concerns, been ever zealously anxious to conduct himself in a manner which might benefit a country he would glory in calling his own,—presumes to pray, that you will be pleased to discount for your memorialist. And your memorialist, as in duty bound, shall ever pray, &c.

Know all men by these presents, that I [or we] (the obligor or obligors) of, &c. am [or are] holden and firmly bounden unto (the obligee) [or (obligees)] of, &c. in the penal sum of £—— of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, to be paid to the said (obligee) [or (obligees), or one of them, or their or] his executors, administrators, or assigns, or his or their lawful attorney or attornies, for which payment to be faithfully and truly made I bind myself, my heirs, executors, and administrators [or, we bind ourselves and each of us jointly and severally, and our and each of our heirs, executors, and administrators, and every of them], firmly by these presents, sealed with my seal [or our respective seals.] Dated this —— day of —— in the —— year of the reign, &c., and in the year of our Lord 1823.

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Bond to re-transfer Bank Annuities lent to the Obligor, with Variations where the Property to be transferred consists of South Sea Annuities or East India or Bank Stock. (1)

Whereas the said (obligor) (2) hath applied to the said (obligee) for the loan to him of the sum of £——; but it not being convenient for him to advance the same otherwise than by a sale of £—— (3) three per cent. consolidated bank annuities, the said (obligor) hath agreed to accept of such annuities in lieu of the said sum (being the computed value of the said annuities, according to the present market price thereof), and the said (obligee) hath accordingly transferred the said sum of £——, three per cent. consolidated bank annuities, into the name of the said (obligor), in the books of the Governor and Company of the bank of England, as the said (obligor) doth hereby acknowledge; and for securing the re-transfer of the said sum, the said (obligor) hath agreed to execute the above-written obligation, with such condition for making void the same as hereafter is expressed. Now the condition of the above-written obligation is such, that if the above-bounden (obligor), his heirs, executors, or administrators, or any person or persons on his or their behalf, do and shall, on or before the —— day of —— next ensuing the date of these presents, transfer or cause to be transferred (4) £—— three per cent consolidated bank annuities in the books of the governor and company of the bank of England, into the name or names and for the proper use and benefit of the said (obligee), his executors, administrators, or assigns, or unto such other person or persons as he or they shall, in writing under his or their hand or respective hands, direct in that behalf; and do and shall in the mean time and until such transfer shall be made and perfected, well and truly

(1) As to securities of this nature, see ante, 3 vol. 311. In an action on a bond for not replacing stock, the defendant may be held to bail on a judge's order, per Ld. Ellenborough, Ch. J., who made such an order.

(2) If the stock be sold out by the obligor himself, and the produce paid to the obligee, say, "Whereas the said (obligee) at the request of the said (obligor) hath this day sold out the sum of £—— three per cent. consolidated bank annuities (or as the case may be), and paid the money arising from such sale unto the said (obligor): Now the condition, &c., as above."

Stock sold out by Obligor.

(3) If the money be East India stock, say, "The sum of £—— in the capital stock of the English company of merchants trading to the East Indies."

East India Stock.

If bank stock, say "The sum of £—— present capital bank stock or share in the fund of the governor and company of the bank of England."

Bank Stock.

If south sea annuities, say, "The sum of £—— share or interest in the joint stock of new south sea annuities."

South Sea Annuities.

(4) If the condition of the bond be to replace south sea annuities, say "Purchase and transfer or cause to be purchased and transferred in the books of the governor and company of merchants of Great Britain trading to the south seas, £—— share or interest in the joint stock of new south sea annuities, into the name, &c. as above."

South Sea Annuities.

If bank stock, say, "Transferred in the books of the governor and company of the bank of England £—— like capital bank stock or share as aforesaid in the fund of the said governor and company, into the name, &c. as above."

Bank Stock.

If East India stock say, "£—— of and in the capital stock of the said company of merchants trading to the East Indies, into the name, &c. as above."

East India Stock.

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pay or cause to be paid unto the said (obligee), his executors, administrators, and assigns, such sum and sums of money of the united kingdom of Great Britain and Ireland of English value and currency, as he the said (obligee) would have been entitled to receive as and for the dividends, annual and other growing proceeds of the said £——— three per cent. consolidated bank annuities, in case the same had continued in his or their name or names, and at such time and times and in such manner as the said dividends and proceeds shall from time to time be payable, without any deduction or abatement whatsoever: Then the above-written obligation shall be null and void, or else shall remain in full force and virtue.

Joint and several
Bond to replace
Stock transferred
and pay the in-
termediate Divi-
dends. (1)

Whereas the above-named W. C., at the special instance and request of the above-bounden I. W., and to serve the present occasions of the said I. W., hath, on the day of the date of the above-written bond or obligation, lent to the said I. W. £——— bank consolidated three per cent. annuities, and hath also transferred the same to the said I. W., as he the said I. W. doth hereby acknowledge, and as by the books of the governor and company of the bank of England will appear: And whereas previous to and in consideration of the said loan and transfer of the said stock to the said I. W. by the said W. C. as aforesaid, the said I. W. did promise and agree to and with the said W. C., either immediately next after the day of the date of the said bond or obligation, on or before the —— day of ——, to transfer or cause or procure to be transferred unto or in the name or names of the said W. C., his executors or administrators, in the proper books of the governor and company of the bank of England, £——— consolidated three per cent. annuities; and likewise to answer and make good to the said W. C., his executors and administrators, all interests, dividends, and produce which in the mean time shall or may be paid, made, or received for, upon, or on account of the said £——— stock so lent and transferred as aforesaid, or which the said W. C., his executors or administrators, could have received or would have been entitled unto in case the same capital stock had remained and continued in the books of the governor and company of the said bank in the name or as the property of the said W. C., his executors or administrators; and for better securing to the said W. C., his executors or administrators, the due performance of the said agreement on the part of the said I. W. to be performed as aforesaid, the said I. W., and at his instance and request the said P. W., have agreed to enter into this present bond, subject to the condition herein-after contained. Now the condition of the above-written bond or obligation is such, that if the above-bounden I. W., his heirs, executors, or administrators, shall and do at his and their own proper costs and charges well and truly transfer or cause or procure to be transferred and replaced unto and into the name or names of the said W. C., his executors or administrators, in the proper books of the governor and company of the bank of England, kept for that purpose, £——— consolidated three per cent annuities, on or before the said —— day of ——, and likewise do and shall from time to time answer, pay, and make good unto the said W. C., his executors and administrators, such sum or sums of money as shall be equal to all dividends, interest, or produce which in the mean time, till the said sum of £——— capital stock shall be replaced as aforesaid, shall or may be paid, made, or received for or upon account of the said capital stock so lent and transferred by the said W. C. to the said I. W. as aforesaid, or which the said W. C., his executors or administrators, could have received or would have been entitled unto in case the same £——— stock had remained and

(1) Montefiore, 146.

continued standing in the books of the said governor and company of the bank of England in the name or names and as the property of the said W. C., his executors or administrators, and also do and shall answer, pay, and make good the same sum and sums of money on the day or respective days on which the same dividend, interest, or produce shall become due or payable: Then, &c.

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Whereas the above-named E. F., at the request of the above-bounden A. B. and C. D., hath this day sold out the sum of £—— four per cent. bank annuities, and paid and advanced the money arising from such sale unto the said A. B. and C. D.: Now the condition of the above-written bond or obligation is such, that if the above-bounden A. B., C. D., and their heirs, executors, and administrators, any or either of them, do and shall well and truly transfer or cause to be transferred into the name or names of the said E. F., his executors, administrators, or assigns, the like sum of £—— four per cent. bank annuities, in the books of the governor and company of the bank of England, on or before the —— day of —— which will be in the year of our Lord ——, without making any deduction or defalcation out of the same, for any cause, matter, or thing whatsoever, and shall and do in the meantime pay or cause to be paid unto the said E. F., his executors, administrators, or assigns, the half-yearly sum of £—— sterling, on every —— day of —— and —— day of ——, until such transfer, being the like interest or dividends as the said E. F. would have received from government in case the said sum of £—— four per cent. bank annuities had not been sold out as aforesaid: Then, &c.; otherwise, &c.

Another to replace Stock sold out, and pay the intermediate Dividends. (1)

To all, &c., A. B. of, &c., sendeth greeting: Whereas C. D. of, &c., hath on the day of the date hereof, transferred unto the said A. B. £6000 bank consol. three per cent. annuities, as he the said A. B. doth hereby acknowledge, and as by the books of the governor and company of the bank of England will appear: Now know ye, that the said A. B. doth by these presents, for himself, his executors and administrators, acknowledge and declare that notwithstanding the said £6,000 bank consol. three per cent. annuities is so transferred unto and in the name of the said A. B., yet the same is in trust, and for the only use, benefit, and behoof of the said C. D., his executors, administrators, and assigns; and that he the said A. B. did not pay or give unto the said C. D. any money or other consideration for the said stock; and therefore the said A. B., for himself, his executors and administrators, doth covenant, &c., that he the said A. B., his executors and administrators, in pursuance of the trust in him reposed, shall and will at any time hereafter, at the request of the said C. D., his executors, administrators, or assigns, transfer unto him or them, or unto such other person or persons as he or they shall direct and appoint, all or any part of the said £6,000 bank consol. three per cent. annuities, and all his right, title, trust, claim, and demand, of, in, or to the same, free of all incumbrances by him or them to be done or committed; and that he the said A. B., his executors and administrators, will in the mean time stand possessed thereof in trust for the said C. D., his executors, administrators, and assigns, and will pay or cause to be paid unto the said C. D., his executors, administrators, and assigns, or permit and suffer him and them to receive and take to his and their own use and uses, all the dividends and profits which shall from time to time arise, grow due, and payable in respect of the said stock, or any part thereof. In witness, &c.

Declaration that Bank Stock was transferred in Trust, and Covenant to transfer back upon Request, and pay Dividends. (2)

(1) Montefiore, 147.

(2) Montefiore, 289.

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An Agreement
(not indented)
to re-invest Stock
in Name of Party
who had sold
out the same,
and advanced the
Produce to the
Party, and in
meantime to
pay Dividends,
&c. (1)

Memorandum of an agreement made the 31st day of August, in the year, &c., between A. W. of, &c., of the one part, and W. W. of, &c. of the other part. Whereas the said W. W. did on the 29th day of August instant, at the special instance and request of the said A. W., sell out for her accommodation £400 stock in the three per cent. consolidated bank annuities, then standing in his name in the books of the governor and company of the bank of England, at the price or sum of £55 15s. per cent. ; and which said £400 stock produced the sum of £223, which the said W. W. hath lent and advanced to the said A. W. on her bond, bearing even date herewith, and also on security of a conditional surrender of the same date, of certain copyhold premises in manor of, &c., which he the said A. W. doth hereby admit and acknowledge ; and whereas, previous to the said W. W.'s selling and transferring the said £400 three per cent. consolidated annuities, for the accommodation of the said A. W., as aforesaid, she the said A. W. did promise and agree to and with the said W. W., within the time or space of one year from the date hereof, if thereto required by the said W. W., his executors, administrators, or assigns, to transfer or cause or procure to be transferred unto and to the account of him the said W. W., his executors or administrators, in the books of the said governor and company, the like sum of £400 stock as aforesaid, in the said fund of the governor and company of the bank of England ; and likewise to pay, answer, and make good unto him the said W. W., his executors and administrators, all dividends, interest, and produce, which in the meantime he the said W. W., his executors or administrators, could have received or would have been entitled to in case the said £400 stock had remained standing in the said books of the said governor and company in the name and as the property of him the said W. W., his executors and administrators : Now these presents witness, that the said A. W., for herself, her heirs, executors, or administrators, agrees with the said W. W., his executors, administrators, or assigns, that she the said A. W., her heirs, executors, administrators, or assigns, shall and will, at her and their own proper costs and charges, on the request of the said W. W., his executors, administrators, or assigns, on the next transfer-day next after the expiration of one year from the day of the date of these presents, or at any subsequent transfer-day, when thereto requested as aforesaid, transfer or cause and procure to be transferred and replaced unto and to the account of him the said W. W., his executors and administrators, in the said books of the said governor and company of the bank of England, £400 like stock as aforesaid, in the said fund of the said governor and company ; and likewise shall and will in the meantime pay and make good unto him the said W. W., his executors and administrators, all dividends, interest, and produce, which he the said W. W., his executors or administrators, could have received or would have been entitled unto in case the said £400 stock had remained and continued standing in the books of the said governor and company in the name and as the property of him the said W. W., his executors and administrators. In witness, &c.

Common Form
of Annuity
Bond. (2)

Know all men by these presents, that I A. B. of, &c. am held and firmly bound to C. D. of, &c., in the penal sum of £ ————— of good and law-

(1) The borrower must have the option of replacing the stock, and if the party advancing the same stipulate to have the option, the transaction will be illegal. 17 Ves. J. 44.; and as to loans of stock in general, see ante, 3 vol. 311, 2. The terms of this agreement will suffice for those of a condition of a bond.

(2) See the statutes and law, ante, 3 vol. 312. See ante 190, an indenture covenanting to pay an annuity in consideration of the assignment of a business. See other forms of bonds, warrant of attorney, and indentures, securing annuities, Barton's Precedents, &c.

ful money of Great Britain, to be paid to the said C. D., or his certain attorney, executors, administrators, or assigns; for which payment to be well and faithfully made I bind myself, my heirs, executors, and administrators, firmly by these presents, sealed with my seal, dated this—— day of——, in the fourth year of the reign of our sovereign lord George the fourth, by the grace of God, of Great Britain and Ireland, king, defender of the faith, &c.; and in the year of our Lord one thousand eight hundred and——. Whereas the above-named C. D. contracted and agreed with the above-bounden A. B. for the absolute purchase of one clear annuity or yearly payment of £100 of lawful money of Great Britain, free from all taxes and deductions whatsoever, to be payable quarterly as herein-after is mentioned to the said C. D., his executors, administrators or assigns, for and during the natural life of him the said C. D., at and for the price or sum of £600 of lawful money of Great Britain, and which said sum of £600 the said C. D. hath this day paid to the said A. B.; and for better securing the payment of the said annuity or clear yearly sum of £100, the said A. B. hath agreed to execute a certain deed-poll or warrant of attorney, bearing even date herewith, to authorize and empower certain attornies therein named to confess judgment against him in an action of debt on the above bond, at the suit of the said C. D., in his majesty's court of king's bench at Westminster, for the said sum of £600: Now the condition of this obligation is such, that if the above-bounden A. B., his heirs, executors, and administrators, or any of them, do and shall well and truly pay or cause to be paid unto the above-named C. D., his executors, administrators, or assigns, for and during the natural life of him the said A. B., one annuity or clear yearly sum of £100 of lawful money of Great Britain, without any deduction or abatement whatsoever, and free and clear of all taxes whatsoever, by equal quarterly payments, that is to say, on the—— day of——, on the—— day of——, on the—— day of——, and on the—— day of—— in each and every year, during the natural life of him the said A. B.; the first of which payments to be made on the—— day of—— now next ensuing; and also do and shall well and truly pay or cause to be paid to the said C. D., his executors, administrators, or assigns, a proportionable part of the said annuity or yearly payment of £100 from such of the said quarterly days of payment which shall happen next before the decease of him the said A. B., home and up to the day of his decease; then the above-written obligation to be void, or else to be and remain in full force and virtue.

A. B. (L. s.)

Sealed and delivered, (being first duly stamped)

in the presence of E. F.
G. H.

Received on the day of the date of the above-written obligation, of and from the above-named C. D., the sum of £600, being the consideration money above mentioned, to be paid by him to me. I say, received by me A. B.

Witnesses { E. F.
G. H.

That he the said A. shall not nor will at any time during the continuance of the said annuity, go on the seas, or into parts beyond the seas, without giving to the said B., his executors, administrators, or assigns, as early notice thereof as may be; and that in case the said B., his executors, administrators, or assigns, shall have previously insured, or shall insure any sum or sums of money not exceeding the sum of—— on the life of the said A.,

Covenant to pay additional Premium on account of going beyond Seas. (1)

(1) See Mr. C.'s MS. Prec. 3d vol. 272.

Vol. III. Ch. V. and shall pay any additional rate of insurance, or any fine or fee, by reason of the said A. going on the seas or beyond the seas, then for and in respect of so much time as the said B. shall go on the seas, or in parts beyond the seas; and the said B., his executors, administrators, or assigns, shall pay any additional premium or premiums of insurance, or fine or fee in that respect, he the said A., his heirs, executors, or administrators, shall and will well and truly pay, reimburse, and satisfy to the said B., his executors, administrators, or assigns, all such sum or sums of money as the said B., his executors, administrators, or assigns, shall pay as and for an additional premium or additional premiums, or fine or fee, in respect of the said A. going on or beyond the seas; and that all and every such sum and sums of money shall be charged and chargeable on the said [term of 99 years hereby granted (determinable as aforesaid), and be respectively under and by virtue of the trusts of that term, and also under and by virtue of the said warrant of attorney, bearing even date with these presents] lands, hereditaments, and premises hereby released, or otherwise assigned or intended so to be; and that the same lands, tenements, and hereditaments shall not be redeemed or redeemable, either at law or in equity, until after full payment thereof, and every part thereof, and all costs, charges, and expences incident or relating thereto.

**A Bottomry
Bond. (1)**

Know all men by these presents, That I A. B., commander and two-thirds owner of the ship *Exeter*, for myself and C. D., remaining third owner of the said ship, am held and firmly bound unto E. F. in the penal sum of £2000, for the payment of which well and truly to be made unto the said E. F., his heirs, executors, administrators, or assigns, I hereby bind myself, my heirs, executors, and administrators, firmly by these presents: In witness whereof I have hereunto set my hand and seal, this — day of —, A. D. 1822. Whereas the above-bound A. B. hath taken up and received of the said E. F. the full and just sum of one thousand pounds sterling; which sum is to run at *respondentia on the block and freight of the ship Exeter*, whereof the said A. B. is now master, from the port or road of Bombay, on a voyage to the port of L —, having permission to touch, stay at, and proceed to all ports and places within the limits of the voyage, at the rate or premium of twenty-five per cent. for the voyage; in consideration whereof, usual risks of the seas, rivers, fires, enemies, pirates, &c., are to be on account of the said E. F.: And for the further security of the said E. F., the said A. B. doth by these presents mortgage and assign over to the said E. F., his heirs, executors, administrators and assigns, the said ship *Exeter* and her freight, together with all her tackle and apparel, &c.: And it is hereby declared, that the said ship *Exeter* and her freight is thus assigned over for the security of the *respondentia* taken up by the said A. B., and shall be delivered to no other purpose or use whatsoever, until payment of this bond is first made, with the premium that may become due thereon.

Now the condition of this obligation is such, that if the above-bound A. B., his heirs, executors or administrators, shall and do well and truly pay or cause to be paid unto the said E. F., or to his attornies in London legally authorized to receive the same, their executors, administrators, or assigns, the full and just sum of £1000, being the principal of this bond, together with the premium which shall become due thereupon, at or before the expiration of ninety days after the safe arrival of the said ship *Exeter* at her moorings in the river Thames; or in case of the loss of the said ship *Exeter*, such an average as by custom shall have become due on the salvage, then this obligation to

(1) See appendix, Abbot on Shipping, 494, and 2 Holt on Shipping, 431. As to bottomry bonds in general, see ante, 3 vol. 813, 4.

be void and of no effect; otherwise to remain in full force and virtue. Vol. III. Ch. V.
Having signed to three bonds of the same tenor and date, the one of which
being accomplished, the other two to be void and of no effect.

A. B. for self and } (L. s.)
C. D. (1)

Signed, sealed, and delivered (where no stamped
paper is to be had), in the presence of G. H.
I. K.

Whereas the good ship or vessel called the Justina, of the burthen of twelve hundred tons or thereabouts, whereof J. M. is master, is now bound out and forthwith to depart on a voyage to L., and thence to M., to end her voyage: And whereas the owners of ——— part of the said ship have not paid and furnished their respective proportions of the charges of fitting out the said ship for the said intended voyage; and thereupon the said master is necessitated to take up money for supplying and fitting the said ——— parts of the said ship for her said intended voyage, to which said voyage and employment the major part of the owners of the said ship have consented and agreed to, &c.: And whereas A. B. has paid and lent unto the said master the sum of ——— pounds of lawful, &c., and is contented and hath agreed to stand to and bear the hazard and adventure thereof on the hull or body of the said ship during the said voyage, so as the same do not exceed ——— calendar months, from ——— to be accounted; Now the condition, &c. is such, that if the said ship or vessel shall and do accordingly, with all convenient speed, proceed and sail on her said voyage to ———, and return and come to ———, (the dangers and casualties of the seas excepted); and also, if the above-bound I. M., his heirs, executors, and administrators, do and shall, within ——— days next after the return and arrival of the said ship or vessel in ——— from her said intended voyage, or at the end and expiration of ——— calendar months to be accounted as aforesaid, which of the said terms shall first and next happen, well and truly pay or cause to be paid to the above-named A. B., his executors, administrators, or assigns, the sum of ——— pounds of good and lawful, &c., together with ——— of the like lawful money for every calendar month the said ship shall be out on the said voyage over and above ——— calendar months, to the expiration of ——— calendar months, to be accounted as aforesaid, and so in proportion for less than a month; or if in said voyage, and within the said ——— calendar months, to be accounted as aforesaid, an utter loss of the said ship or vessel, by fire, enemies, or any other casualty, shall unavoidably happen, to be sufficiently proved by the said J. M., his heirs, executors, or administrators: Then, &c.

The like Bottomry Bond from L. to M. and back. (2)

To all people to whom these presents shall come, I A. B. of, &c., owner and master of the ship called, &c., of the burthen of 200 tons, now riding at anchor in ——— bay, at, &c., and bound for, &c. in the West Indies, send greeting: Whereas I the said A. B. am at this time obliged to take up, upon the adventure of the said ship called, &c., the sum of £100, for setting forth the said ship for sea, and for furnishing her with provisions, &c., for the said voyage, which C. D. of, &c., merchant, hath on request lent unto me, and supplied me with, at the rate of £20 for the said £100

A Bill of Bottomry. (3)

(1) N. B.—This is not a regular mode of executing a deed so as to bind a partner, ante, 3d vol. 240.

(2) See a similar form, Montefiore, 160.
(3) See another form, 2 Holt on Shipp. 432.

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during the said voyage: Now know ye, that I the said A. B. do by these presents, for me, my executors and administrators, covenant, grant, and agree to and with the said C. D., his executors and administrators, that the said ship shall with the first fair wind after the day, &c. of this instant, &c., depart from the said river of Thames, and shall, as wind and weather shall serve, proceed in her voyage to, &c., as aforesaid, in the West Indies; and having there tarried until, &c., and having the opportunity of a convoy, or being sooner dispatched, (which shall first happen), shall return from thence, and as wind and weather shall serve, directly sail back to the river of Thames, to finish and end her said voyage: And I the said A. B., in consideration of the said sum of £100 to me in hand paid by the said C. D. at and before the sealing and delivery of these presents, do hereby bind myself, my heirs, executors, and administrators, my goods and chattels, and particularly the said ship, with the freight, tackle, and apparel of the same, to pay unto the said C. D., his executors, administrators, or assigns, the sum of £120 of lawful British money, within one and twenty days next after the return, and safe arrival of the said ship in the said river of Thames from the said intended voyage: And I the said A. B. do also, for me, my executors and administrators, covenant and grant to and with the said C. D., his executors and administrators, by these presents, that I the said A. B. at the time of the sealing and delivery of these presents am true and lawful owner and master of the said ship, and have power and authority to charge and engage the said ship as aforesaid, and that the said ship shall at all times after the said voyage be liable and chargeable for the payment of the said £120, according to the true intent and meaning of these presents: And lastly, it is hereby declared and agreed by and between the said parties to these presents, that in case the said ship shall be lost, miscarry, or be cast away before her next arrival in the said river of Thames from the said intended voyage, that then the said payment of the said £120 shall not be demanded or be recoverable by the said C. D., his executors, administrators, or assigns, but shall cease and determine, and the loss thereof be wholly borne and sustained by the said C. D., his executors and administrators; and that then and from thenceforth, every act, matter, and thing herein-before contained on the part and behalf of the said A. B. to be done and performed, shall be utterly void; any thing herein contained to the contrary thereof in anywise notwithstanding. In witness, &c.

Bill of Bottomry,
where the Ship
is to go to several
Ports.

To all people, &c., I A. B. of, &c., mariner, master, and part-owner of the good ship or vessel called, &c., of London, of the burthen of two hundred tons, or thereabouts, now riding at anchor in the river Thames within the port of London, do send greeting: Whereas the said ship is now bound out upon a voyage from the said port unto the island of Barbadoes, and from thence, if occasion shall be, to the island of May, and so to return back again to the said island of Barbadoes, and thence to London, to end her voyage: Now know ye, that I the said A. B., for me, my executors and administrators, do covenant and grant to and with the said C. D. of, &c., (who before the sealing and delivery hereof hath paid and advanced unto me the sum of £100 of lawful money of Great Britain, and is contented and agreed to stand to and bear the adventure of the said sum upon the body of the said ship during the said voyage), and to and with the executors, administrators and assigns, by these presents, that the said ship, with the first good wind and weather after the day of, &c. next ensuing the date hereof, shall depart from the said river of Thames on the said intended voyage, and shall, by God's grace, (the perils and dangers of the sea, and restraint of princes and rulers excepted), return into the river of Thames from her said voyage before the expiration of fourteen months, to be ac-

counted from the date of these presents ; and that the said ship in her said intended voyage shall not sail or apply unto any other port or places than those before mentioned herein, unless she shall be necessitated thereto, by extremity of weather, or other unavoidable accident ; and that I the said A. B., my executors, administrators, or assigns, shall and will well and truly pay or cause to be paid unto the said C. D., his executors, administrators, or assigns, at, &c., the sum of £130 of lawful money of Great Britain, in respect of the adventure aforesaid, if the said ship shall go only to the island of Barbadoes, and from thence return to London, to finish her said intended voyage ; and the sum of £140 of like money, if the said ship shall go from thence to the island of May, and so return again to the said island of Barbadoes, and thence to London to end her said voyage ; and that within one month after the return of the hull or body of the said ship unto the river of Thames from her said voyage: Provided always, and it is nevertheless the true intent and meaning of these presents, that if the said ship in her intended voyage shall happen to be lost, miscarry, or be taken by men of war or pirates, that then this present writing or deed, and every covenant, payment, matter, and thing therein contained, on the part and behalf of me the said A. B. to be done, paid, and performed, shall be void and of none effect ; and that then I the said A. B., my executors or administrators, shall not be anyways chargeable or liable to pay the said several sums before mentioned, or either of them, or any part thereof, to the said C. D., his executors, administrators, or assigns ; but that he and they are to lose the same and every part thereof ; any thing herein-before contained to the contrary thereof in anywise notwithstanding.

And it is agreed by and between the said parties to these presents, that in case the said ship shall not be returned unto the river of Thames from the said intended voyage at the end of fourteen months, to be accounted from the date of these presents, and that at the expiration of the said fourteen months there shall not be just proof made of the loss happening within the time aforesaid, that then I the said A. B., my executors, administrators, or assigns, shall and will, within twenty days next after the end and expiration of the said fourteen months, well and truly pay or cause to be paid unto the said C. D., his executors, administrators, or assigns, at the place of payment aforesaid, the said sum of £130 in case the said ship shall go unto the island of Barbadoes as aforesaid, and the said sum of £140 in case the said ship shall go unto the island of May as aforesaid ; and that the said C. D. shall not run the hazard and adventure of the said sum by him adventured as aforesaid upon the body of the said ship, any longer than fourteen months, to be reckoned and accounted as aforesaid. In witness, &c.

Know all men by these presents, that I C. D. of, &c., am held and firmly bound to A. B. of——— in the sum or penalty of £4,000 of good and lawful money of Great Britain, to be paid to the said A. B., or to his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made I bind myself, my heirs, executors, and administrators, firmly by these presents, sealed with my seal, dated this——— day of———, in the fourth year of the reign of our sovereign lord George the Fourth, by the Grace of God, of the united kingdom of Great Britain and Ireland, king, defender of the faith, and in the year of our Lord one thousand eight hundred and———: Whereas the above-named A. B., on the day of the date above written, advanced and lent unto the said C. D. the sum of £2,000, upon the goods, merchandize, and effects laden and to be

Respondentia
Bond on Goods
during Voyage to
East Indies and
back, in usual
printed Form. (1)

(1) See a form, 2 Holt on Shipping, 430, 1. Montefiore, 158, 9. As to respondentia bonds in general, ante, 3 vol. 313, 4, &c.

Vol. III. Ch. V. laden on board the good ship or vessel called the *Minerva*, now riding at anchor in the river of Thames, outward-bound from ——— to ———, and whereof E. F. is commander : Now the condition of this obligation is such, that if the said ship or vessel do and shall with all convenient speed proceed and sail from and out of the said river of Thames on a voyage to any port or place, ports or places, in the East Indies, China, Persia, or elsewhere beyond the Cape of Good Hope, and from thence do and shall sail, return, and come back into the said river of Thames, at or before the end and expiration of thirty-six calendar months, to be accounted from the day of the date above written, and there to end her said intended voyage (the dangers and casualties of the seas excepted) : And if the said C. D., his heirs, executors, or administrators, do and shall, within sixty days next after the said ship or vessel shall be returned to the said port of London from her said intended voyage, or at and upon the end and expiration of the said thirty-six calendar months, to be accounted as aforesaid, (which of the said times shall first and next happen) well and truly pay or cause to be paid unto the said A. B., his executors, administrators, or assigns, the full sum of £2000 of lawful money of Great Britain, together with ——— of like money per calendar month for each and every calendar month, and so proportionably for a greater or lesser time than a calendar month, for all such time and so many calendar months as shall be elapsed and run out of the said thirty-six calendar months, over and above twenty calendar months, to be accounted from the day of the date above written ; or if in the said voyage, and within the said thirty-six calendar months, to be accounted as aforesaid, an utter loss of the said ship or vessel by fire, enemies, men of war, or any other casualties, shall unavoidably happen, and the said ———, his heirs, executors, or administrators, do and shall, within six calendar months next after such loss, well and truly account for (upon oath if required) and pay unto the said ———, executors, administrators, or assigns, a just and proportionable average on all the goods and effects of the said ——— carried from England on board the said ship or vessel, and the net proceeds thereof, and on all other goods and effects which the said ——— shall acquire during the said voyage for or by reason of such goods, merchandizes, and effects, and which shall not be unavoidably lost : Then the above written obligation to be void and of none effect, else to stand in full force and virtue.

Sealed and delivered (being first duly stamped)
in the presence of ———.

Form of an Instrument of Hypothecation of Ship and Cargo. (1)

Know all to whom this instrument of bond and bill of maritime risk and bottomry may come, that in the year from the birth of our Lord Jesus Christ 1801, on the 31st day of the month of January, in the city of Lisbon, in my office personally appeared J. M., captain of the imperial ship called the *Gratitude*, whom I know to be the real person, and he declared to me (the notary) in the presence of the witnesses herein-after mentioned, that within twenty-four hours after the arrival of his said ship at London, or any other port, and previous to beginning to make any delivery of the cargo at the port aforesaid, or any other port, that he the captain, or whomsoever may act in lieu of him, or in case of his absence, or perform the duties of his said quality, shall or will pay, by this bill of risk, sea exchange, and bottomry, to F. M. C., professed in the order of Christ, or to his order, the sum of £5,273 12s. sterling, principal and premium, of risk and sea exchange, at the rate of £16 per cent. ; the which principal he acknowledged to have received here of the said F. M. C. in the good current money of this

(1) See form, 2 Holt on Shipping, 435, & ante, 3 vol. 316.

realm, under the denomination of true and legitimate money of sea ex- Vol. III. Ch. V.
change and bottomry on the hull, keel, and appurtenances of the aforesaid
ship, and therewith to supply the wants of the repairs, caulking, and of the
cargo of the same, on which he had effectively invested it, the said F. M. C.
taking upon himself, and in consideration of the aforesaid premium of £16
per cent. voluntarily agreed for and settled between them, to run the sea risk
on the said hull, keel, and appurtenances and cargo of the said ship, in her
ensuing voyage, which the said captain is about prosecuting, from this port
of Lisbon to that of London, these being the risks which the aforesaid
F. M. C. takes on himself and is to run; such as of the sea, winds, fire,
stranding and shipwreck, enemies and false friends, detentions of princes
and reprisals, during the whole of the said voyage; excepting nevertheless
those of barratry of the master, and of average, as well particular as general,
the which are expressly excluded; the which risk shall commence to run
from the hour the ship shall leave her first anchor to set sail from this port
to that of London, and shall cease in twenty-four hours after having come
to an anchor; and for the ready payment of the aforesaid sum, he the cap-
tain binds himself, and his effects in general, dues and funds, both in actual
possession and future, and by special mortgage, the cargo, freights due or
that may become due; and in case of failure of the prompt payment in due
time, he binds himself, under this clause of mortgage, to pay to him, or his
order, for all the delay until full payment, at and after the rate of £6 per
cent. per annum; and there being also present A. B., mate of the said ship,
by whom it was declared, that in case of the absence of the aforesaid captain,
he bound himself to fulfil the contents of this bond they thus executed and
accepted, after these presents being read to them, and I (the notary) in
the name of whomsoever it may concern being absent; to all which were
witnesses present, J. P. R., who also acted as interpreter as well for the
captain as for the mate, he being then vice-consul, and M. E. C., who, to-
gether with the parties, signed thereto; J. J. de A. R., the notary, wrote it:
J. M., A. B., J. P. R., M. E. C., and J. J. de A. R. notary public of notes in
the city of Lisbon, and its district, of his royal highness the prince regent,
our lord, whom God preserve, caused this instrument to be transcribed from
my book of notes, to which I refer myself, and have subscribed it and signed
it in public form.

F. M. C.

{ In testimony of the truth, J. de A. R.,
whose handwriting is certified by
F. A. vice-consul.

CHAP. VI.

Contracts of Guarantees, Sureties, Bills of Credit, &c.

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WE have before (1) considered the requisites of a guarantee, or other engagement to be responsible for the debt, default or miscarriage of a third person. In general, it will be found expedient to state the consideration and engagement of the party, or a formal agreement, as ante, page 1 and 2 ; but it may be, and usually is, in the form, ante, 4 and 5 ; or as in the forms following. Several surety bonds and deeds will be found in different parts of this volume.

Agreement between a Principal and his Agent to carry on the Business of a Baker in a House for Benefit of Principal, he allowing a Commission on each Sack of Flour, and Sureties separately guaranteeing against Deficiency in Accounts to Extent of £50.

The Sureties' Agreement to be responsible to Extent of £50.

Articles of agreement, made and entered into this 2d day of April, A. D. 1823, between R. G. of, &c. of the one part, and C. A. of, &c., R. L. of, &c., and T. T. of, &c., of the other part. Whereas the said R. G. is possessed of a certain dwelling-house and premises, situate in, &c. aforesaid, in which the business of a baker has for some time past been carried on, and which he is desirous should be continued ; it is therefore agreed by and between the aforesaid parties, and the said R. G. hereby agrees to place the said C. A. in the said shop and business, and to supply the said C. A. with sufficient flour from time to time for carrying on the said business of a baker ; and he the said C. A. agrees to conduct and manage the same for the sole benefit and advantage of the said R. G., and to make 84 quarter loaves from every sack of flour delivered on the premises by him the said R. G. ; and the said R. G. agrees to pay unto him the said C. A. the sum of four shillings for every sack of flour so baked, sold, and paid for, in case the said C. A. shall sell or dispose of any bread, flour, or other property of or belonging to him the said R. G. for which he shall not be paid, or at any time dispose of any of the goods or property belonging to him the said R. G. in an improper manner, or contrary to the direction of the said R. G., that then and in that case it shall be lawful for him the said R. G. to re-enter and take possession of the same dwelling-house, shop, and premises, in the same manner and form as he now can or may do, without any let, suit, trouble, hindrance, or denial whatsoever : And the said R. L. and T. T. hereby jointly and severally agree to pay and satisfy to him the said R. G. any damage or loss he may sustain in consequence of any breach of this agreement on the part of him the said C. A., by giving credit for bread or flour so sold or otherwise, so as the same shall not exceed the sum of £50, which said sum of £50, or such part thereof as shall at any time appear to be deficient, it is hereby agreed shall be considered a debt due from each and every or either of the said parties, and shall and may be recovered and recoverable in any court of law or equity, in the same manner as any other debt or debts contracted by him or them are or may be recovered ; and it is hereby further agreed by the said C. A., that in case he shall at any time be in arrear in any manner whatsoever, that he the said R. G. shall be at liberty to sell and dispose of all or any the household goods, furniture, and other effects of him the said C. A. for and towards the payment and satisfaction of such arrears, in such and the same manner as if the same household goods, furniture, and other effects had been and were the actual property of him the said R. G. In witness, &c.

(1) Ante, § 1 vol. 817, &c.

Sir,

In consideration of your having agreed to sell to C. D. of, &c. goods in the way of his trade, I the undersigned E. F. do hereby undertake to guarantee to you the due payment for all such goods as you may from time to time sell to him, whether the same be sold on credit or otherwise, and notwithstanding I shall not have notice of any neglect or omission which may happen on the part of the said C. D. in the payment for such goods, according to the credit that may be agreed on for the same, but so as my liability shall not at any time or in any event exceed the sum of £——: And I further agree, that this guarantee or engagement shall not be withdrawn, but shall continue in full force, until the expiration of one calendar month after notice to you by writing under my hand, of my intention to discontinue or determine the same. Dated this —— day of ——, A. D. 1823.

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The Form of a continuing Guarantee for a limited Sum, now usually adopted.

E. F.

To Mr. A. B.

I guarantee the payment of any goods which J. S. delivers to J. N.

J. L.

Guarantee for Goods to be delivered to a third Person. (1)

Messrs. ——

You may let L. have coals to £50, for which I will be answerable at any time. Dated, &c.

The like. (2)

J. T.

London, 26th April 1816.

I hereby guarantee the present account of Miss H. M., due to R. T. S. and Co., South Shields, of £112 4s. 4d., and what she may contract from this date to the 30th September next.

Guarantee for Payment of an existing and future Debt. (3)

G. B. M.

Memorandum, 23d September 1818. I engage to guarantee the payment of Mr. A. M. to the extent of £60, at quarterly account, bill two months, for goods to be purchased by him of W. and D. M.

Guarantee for Payment of Goods to a particular Amount. (4)

J. H.

London, 7th March 1810.

I hereby undertake and engage to be answerable to the extent of £300 for any tallow or soap supplied by Mr. B. to F. and B., provided they shall neglect to pay in due time.

A continuing Guarantee for Goods to be supplied to a third Person. (5)

(1) Held sufficient, 9 East, 348.

(2) Held valid, but not to be a continuing guarantee, 2 Chitty's Rep. 205.

(3) See 3 Brod. & B. 211, in which it was held that this was sufficient; but quære, since Atkinson & Carter, 2 Chitty Rep., 4 Bar. & Ald. 595, whether the consideration of the undertaking to pay the pre-existing debt ought not to appear. It is at least advisable to state, as to the existing debt, that in consideration of A. B. having agreed to give time for the debtor

to pay it, until, &c. the surety hereby engages to pay the same, and that in consideration of future sales, surety engages to pay, &c.

(4) See 3 Barn. & Ald. 593, in which it was held that this was not a continuing guarantee.

(5) See 3 Camp. 220, in which it was held that this continued until revoked, or a change of credit. See other forms of continuing guarantees, 2 Camp. 413, 436. 12 East, 227; but the first above form is preferable.

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Bond of Indemnity to a Surety who became bound for the Obligor in another Bond. (1)

Know all men by these presents, that I [or we], (the obligor or obligors), of, &c., am [or are] holden and firmly bounden unto (the obligee) [or (obligees)] of, &c., in the penal sum of £—— of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, to be paid to the said (obligee) [or (obligees), or one of them, or their or] his executors, administrators, or assigns, or his or their lawful attorney or attornies, for which payment to be faithfully and truly made I bind myself, my heirs, executors, and administrators, [or, we bind ourselves and each of us jointly and severally, and our and each of our heirs, executors, and administrators, and every of them], firmly by these presents, sealed with my seal [or our respective seals], dated this —— day of —— in the —— year of the reign, &c., and in the year of our Lord ——.

Whereas the above-named (surety), at the request of the above-bounden (obligor), in and by a certain bond or obligation in writing, bearing even date with the above-written obligation, became bounden, together with the said (obligor), unto A. B. of, &c. in the penal sum of £——, for securing the payment unto the said A. B. of the sum of £——, with interest for the same, at the rate of £5 per cent. per annum, on the —— day of —— next ensuing the date of the said in part recited bond: And whereas the said (obligor), being desirous of saving harmless the said (surety) against any loss or detriment which he may sustain by reason of his entering into the said in part recited bond as a surety for him the said (obligor), hath agreed to enter into the above-written obligation, with such condition for making void the same as herein-after is expressed: Now the condition of the above-written obligation is such, that if the above-bounden (obligor), his heirs, executors, or administrators, do and shall well and truly pay or cause to be paid unto the said A. B., his executors, administrators, or assigns, the said sum of £——, with interest for the same after the rate of £5 per cent. per annum, on the —— day of —— next ensuing the date of the said recited obligation, according to the true intent and meaning of the condition thereunder written, and in full discharge and satisfaction of the said bond or obligation; and if the said (obligor), his heirs, executors, or administrators, shall and do from time to time, and at all times hereafter, save, protect, keep harmless and indemnified him the said (surety), his heirs, executors, and administrators, and his, their, and every of their lands and tenements, and goods and chattels, of, from, and against all and every sum and sums of money, costs, charges, damages, and expences whatsoever, which he the said (surety), his heirs, executors, or administrators, or any or either of them, shall or may at any time or times hereafter bear, sustain, or be put unto or become liable to pay, by reason or on account of the said in part written bond or obligation, or any cause, matter, or thing in any wise relating thereto (2): Then, &c.; or else, &c.

Indemnity Bond by principal Obligor to Surety. (3)

[Bond in usual form; condition as follows:] Whereas the above-named A. B., at the special instance and request, and for the debt of the above-bounden C. D., together with him the said C. D., is, in and by a bond or obligation bearing even date with the above-written obligation, held and firmly bound unto E. F. of, &c. in the penal sum of —— pounds of lawful money of Great Britain, conditioned for the payment of the sum of £——, with interest for the same at the rate of £5 per centum per annum, on the —— day of —— next ensuing the date of the said recited

(1) Wilde's Sup. to Barton's Precedents, 1st vol. 379. As to rights of surety against principal, ante, 3d vol. 330, &c.

(2) It may be advisable to insert a stipu-

lation that the obligor shall pay interest on any money paid by surety from time of payments.

(3) See a form, Montefiore, 161.

Obligation, as in and by the said recited obligation and condition thereunder written will more fully appear: Now the condition of this obligation is such, that if the said C. D., his heirs, executors, or administrators, do and shall well and truly pay or cause to be paid unto the said E. F., his executors, administrators, or assigns, the said sum of £—, with interest for the same, at the rate of £5 per cent. per annum as aforesaid, on the — day of — next ensuing the date of the said recited obligation, according to the true intent and meaning thereof, and in full discharge of the said recited obligation (1): And if the said C. D., his heirs, executors, or administrators, shall also from time to time, and at all times hereafter, save, defend, keep harmless and indemnified him the said A. B., his executors and administrators, and his and their goods and chattels, of and from all damages, sums of money, costs, charges, and expences (2) which he, they, or any of them shall or may at any time hereafter incur, sustain, or be put unto by reason of the said A. B.'s being bound with the said C. D. for the payment of the sum of money and interest aforesaid: Then, &c.; otherwise, &c.

Whereas the above-bounden A. B., by bill (or note) under his hand, dated the, &c., hath promised to pay C. D., or order, — months after date, the sum of £—, with interest thereon until paid: And whereas the above-named E. F., at the request and for the debt of the said A. B., hath indorsed the said recited bill or note, and hath thereby become chargeable with and for payment of the said sum of £—, and interest, at the time therein mentioned, as by the said bill and indorsement will appear: Now the condition, &c. that if the said A. B., his executors, administrators, or assigns, do and shall well and truly pay the said sum of £—, for which the said note is so given, and interest thereof, on the day of the payment therein mentioned, and in full discharge thereof, and thereof and therefrom, and from all actions, suits, charges, payments, and damages by reason thereof, shall and do at all times well and sufficiently save and keep harmless and indemnified the said C. D., his heirs, executors, and administrators, and every of them (4): Then, &c.

To indemnify the Accommodation Indorser of a Promissory Note. (3)

And whereas in pursuance of the said recited agreement, the said C. D. hath drawn upon the said A. B. in favour of the said E. F. three sets of bills of exchange, all of even date herewith, the first of such sets of bills being for the several sums of £—, £—, and £—, amounting in the whole to the sum of £— sterling (being one equal third part of the said principal sum of £—, so due and owing from the said — to the said — as aforesaid, and interest for the said accumulative sum of £— for the period of two calendar months, at the rate of £5 per cent. per annum), and payable respectively two months after date; and the second of such sets of bills being for the several sums of £—, £—, and £—, amounting in the whole to the sum of £— sterling, (being one other equal third part of the said principal sum of £— so due and owing from the said — to the said — as aforesaid, and interest for the said last-mentioned sum of £— for the period of four calendar

Recital of Acceptance of Bills of Exchange, and Covenant to pay same. (5)

(1) It may be advisable to stipulate that the obligor shall pay to the surety, so as to enable him to be in funds before the time of payment to the principal obligor.

(2) It would be prudent to provide for payment of interest on any money the surety may be obliged to pay.

(3) See a form, Montefiore, 163.

(4) It may be prudent to provide for the payment of interest on money paid by the surety.

(5) From Mr. C.'s MS. Precedents, 3d vol. 115.

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months, at the rate aforesaid), and payable respectively three months after date; and the third of such sets of bills, &c. (similar description of the third set, payable six months after date); and all the aforesaid bills of exchange have been accepted by the said —, and delivered to the said —, as he the said — doth hereby acknowledge and declare: Now this indenture, &c. covenant, &c. shall and will well and truly and punctually answer and pay the said nine several bills of exchange, by him the said — accepted as aforesaid, and every of them, when and as the same shall respectively become due and payable, according to the tenor and effect thereof respectively. (If covenant be by way of indemnity to the acceptor, then add), and save, defend, keep harmless and fully and effectually indemnified the said —, his heirs, executors, and administrators, and every of them, and his, their, and every of their lands and tenements, goods and chattels respectively, of and from all actions, suits, losses, costs, damages, expences, claims, and demands whatsoever, for or on account of the said several bills of exchange, or any of them, or the non-payment thereof, or of any of them respectively. (1)

Defence on
Warrant of
Attorney for
indemnifying an
Accommodation
Acceptor. (2)

Whereas the within-named A. B. hath, at the request of the within-named C. D., become liable to the payment of the sum of £——, as the acceptor of certain bills of exchange, given to several persons to whose order they are payable, in order to guarantee and secure to them, as creditors of the said C. D., the payment of the respective amounts thereof due from the said C. D. to them: And whereas previously to the said A. B.'s accepting the said bills of exchange it was understood and agreed between him and the said C. D., that the said C. D. should sign and execute to the said A. B. such security as should be required, to indemnify the said A. B., and enable him, if he should think proper, to realize and obtain the amount of the said bills of exchange, previously to the same becoming due and payable, so that the said A. B. should not have to make any advance out of his own monies on account of the same: Now the within-written warrant of attorney is given to secure to the said A. B., his executors or administrators, the money and means for the due and punctual payment of the said bills of exchange, and he shall and may be at liberty, in order to provide for the payment of such bills of exchange, and each and every of them, and every part thereof, now due and to grow due, to enter up judgment forthwith, and to issue upon the same, from time to time, and at any time hereafter, one or more execution or executions, and to levy the said sum of £——, or any part thereof, together with all interest and costs, sheriffs' poundage, officers' fees, auctioneers' charges and commission, and all other incidental costs and charges whatsoever. Dated, &c.

C. D.

Witness, &c.

The like, in
another Form.

Whereas the within-named C. D. is now justly and truly indebted unto the within-named A. B. in the sum of £500, for money lent and advanced: And whereas the said A. B. hath become and now is liable to pay for or on account of the said C. D. the further sum of £1000: And whereas the said C. D. hath executed the within warrant of attorney for the better securing the said sums of money to the said A. B.: Now it is hereby declared and agreed, that judgment may be forthwith entered up on the said warrant of attorney, and that the said A. B. shall at any time be at liberty to issue

(1) It may be advisable to provide that take a warrant of attorney, enabling him to money paid by the obligee shall carry interest. levy before he has been obliged to pay, 2 T. R.
(2) Ante, 3d vol. 380. A surety may 105.

execution for the said sum of £500, and also for the said sum of £1000, or so much thereof as the said A. B. shall or may have paid, or shall be liable to pay at the time of issuing such execution, together with the costs of such judgment and execution, sheriffs' poundage, officers' fees, and all other incidental expences: And it is hereby further agreed, that it shall not at any time or times hereafter be necessary to revive the said judgment previous to issuing execution thereon, any rule or practice of the court of common pleas to the contrary notwithstanding.

C. D.

Witness, E. F.

Mr. A. B.

You having at my request, and for my accommodation, accepted a bill, dated, &c. and drawn by me on you for the sum of £——, payable —— months after the date thereof, I hereby undertake and agree to provide and deliver to you money for the payment thereof —— days before the same shall become due, and to indemnify you from all damages, interest, costs, charges, and expences, on account of your having so accepted the said bill. Dated this —— day of ——, A. D. 1823.

Undertaking, not under Seal, to provide for a Bill, and indemnify. (1)

C. D.

This present writing witnesses, that I A. B. of London, merchant (or banker), do undertake, to or with C. D. of, &c. merchant, his executors and administrators, that if the said C. D. do deliver or cause to be delivered unto E. F. of, &c., or to his use, any sum or sums of money amounting to the sum of, &c. pounds sterling of lawful British money (or any sum or sums of money as the said E. F. shall have occasion for), and shall take a bill under the hand and seal of the said E. F. confessing and shewing the certainty thereof; that then I, my executors and administrators, having the same bill delivered to me or them, shall and will, immediately upon the receipt of the same, pay or cause to be paid unto the said C. D., his executors or assigns, all such sums of money as shall be contained in the said bill at, &c., for which payment in manner and form aforesaid I bind myself, my executors, administrators, and assigns, by these presents. In witness, &c.

Form of a Bill or Letter of Credit. (2)

Mr. E. F.

Sir,

London, May ——.

The like, in another Form.

My last to you was of the 12th of March, wherein I wrote what was needful, in answer to yours of the 10th of the same month; and this serves chiefly to desire you to furnish and pay unto Mr. C. D., English gentleman, to the value of two thousand crowns, at one or more times, according as he shall have occasion for it, and request the same of you, taking his receipts or bills of exchange for the monies which you shall so furnish him with, and put it to my account, and this my letter of credit shall be your sufficient warrant for so doing.

Yours, &c.

To Mr. E. F. merchant at Madrid.

A. B.

(1) If the bill exceeds £20, this requires an agreement stamp.

(2) See Montefiore, 369, and ante, 3d vol. 336, &c.

CHAP. VII.

Of Stoppage in Transitu.

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[There are no Forms in this Volume applicable to this Subject.]

CHAP. VIII.

Of Bailees ; viz., Innkeepers, Warehousemen, Wharfingers, and Carriers by Land.

Vol. III. Ch. VIII.

Usual Form of Notice, that Carriers will not be liable for Loss of Parcels above the value of £5, unless entered and paid for as such. (1)

Take notice, that the proprietors of the public carriages who transact their business at this office will not be answerable for any package containing cash, bank notes, bills, jewels, plate, watches, lace, silks, or muslins, however small the value, nor for any other package which with its contents shall exceed £5 in value, (2) if lost or damaged, unless the value be specified, and an insurance be paid over and above the common carriage, when delivered here, or to any of their offices or agents in the different parts of the kingdom.

Public Notice.

The like in another Form. (3)

The proprietors of the London and Salop Waggon give this public notice that they will not be answerable for cases, bank notes, writings, jewels, plate, watches, lace, silk, hose, wool, muslins, china, glass, paintings, or any other goods of whatever nature or kind soever, above the value of five pounds, (4) if lost, stolen, or damaged, unless a special agreement is made, and an adequate premium paid over and above the common carriage ; such value to be specified and entered at the time of the delivery here, or at any of their offices or agents in the different parts of the kingdom.

Messrs. B. and Co., Proprietors.

Carrier's Notice, subjecting him to Liability to Extent of £5 (5).

Take notice, that no more than £5 will be accounted for, for any goods or parcels delivered at this office, unless entered as such, and paid for accordingly.

(1) See form, 5 Bar. & Ald. 55. 2 Bar. & Ald. 357. 1 Hen. Bla. 299. Under this form of notice the carrier is not liable even to extent of £5. 1 Hen. Bla. 298, ante, 3 vol. 877. This seems the preferable form. See another form, post, where the carrier would be liable to the extent of £5.

(2) In consequence of decision in 3 Campb. 267, and 16 East 244, it may be expedient here to add some words, as (" of whatever bulk or

apparent value the package or goods may be.")

(3) See form in 3 Campb. 268. 16 East, 244.

(4) This notice does not apply to goods which from their bulk and appearance must be known to exceed the specified value, 3 Campb. 268. 16 East, 244.

(5) See form and law, 6 East, 564. This form of notice is not so frequently used as the first form.

CHAP. IX.

Charterparties, Bills of Lading, &c.

Memorandum for charter.

London, 1st May, 1823.

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It is this day mutually agreed between A. B., master [or owner] of the good ship or vessel called the _____, of the burthen of _____ tons or thereabouts, now lying in the port of London, and C. D. of _____ merchant, that the said vessel being tight, staunch, strong, and every way fitted for the voyage, shall with all convenient speed sail and proceed to _____, or so near thereto as she can safely get, for the purpose of loading from the factors of the said merchant a full and complete cargo of _____, which the said merchant binds himself to furnish and bring alongside the said vessel there; and the said master shall there load and stow on board the said vessel such goods or so much thereof as she shall be able reasonably to carry, over and above her tackle, apparel, provisions, and furniture: and the said vessel being so loaded with the said goods, the said master shall with all convenient speed proceed therewith to the port of _____, or so near thereunto as she can safely get, and there make right and true delivery of the same, to the correspondents, agents, or assigns of the said merchant (the acts of God or the king's enemies, detentions and restraints of kings, princes, rulers, and republics, fire, the dangers and accidents of the seas, rivers, and navigation, and all and every other unavoidable dangers and accidents always excepted) on being paid for freight the sum of £ _____: the freight to be paid on unloading and right delivery of the cargo. The said merchant to be allowed _____ lay or running days (if the ship be not sooner dispatched) for loading the said cargo at _____, and for unloading the same at _____, and to detain the said ship _____ days on demurrage, over and above her lay days, at the rate of _____ per day. The penalty for non-performance of this agreement on either side to be £ _____.

Memorandum of a Charterparty, in usual printed Form. (1)

Agreement for Sea-worthiness of Ship.

Furnishing and loading Cargo.

Carriage and Delivery thereof.

Exception.

Freight and Demurrage.

Penalty.

A. B.

C. D.

Memorandum for charter.

London, May 14th, 1818.

The like in another Form, where Vessel to load a Cargo of corn at Hambro', for London.

It is this day mutually agreed between J. T. master of the good ship or vessel called the *Salus*, A. I., of the burthen of 164 tons or thereabouts, now in the river *Thames*, and Messrs. T. A. and H. of *Hambro'*, merchant; that the said ship being tight, staunch, and strong, and every way fitted for the voyage, shall, with all convenient speed, load from the factors of the said merchants of *Hambro'*, after the inward cargo shall be discharged, from six to seven hundred quarters of wheat, beans, or pease, or barley, rye, or oats, not exceeding seven hundred quarters, or other goods in proportion to the above amount, in case the said affreighters should not have grain to ship; not exceeding what she can reasonably stow and carry over and above her tackle, apparel, provisions, and furniture; and being so loaded, shall therewith proceed to *London*, or so near thereunto as she may safely get, and deliver the same on being paid freight, viz., three shillings and sixpence per quarter for wheat, beans, or pease, or three shillings per quarter for barley, rye, or oats, with ten per cent. *primage*. (Restraint of princes and rulers during the said voyage always excepted (2). Freight to be paid on a right and true delivery of the cargo. Ten days are to be allowed the said merchant (if the ship is

(1) As to this instrument, stamp, &c. see ante 3 vol. 388.; and see other forms, *Mon-tefiore*, 240. 2 *Holt on Shipping*, 427.

(2) It is better to have a more extensive qualification of the carrier's liability; see last precedent.

Vol. III. Ch. IX. not sooner dispatched) for loading the said ship at Hambro' and ten days for unloading at London, and ten days on demurrage over and above the said laying days, at £5 5s. per day. Penalty for non-performance of this agreement, one hundred pounds. The master agrees to sail in eight days from London, and the affreighters agree that the master has liberty to fill up his vessel with light goods after the seven hundred quarters of grain are on board, and to use all dispatch in proceeding on his voyage. The affreighters to find the necessary mats for dunnage.

J. T.
T. A. and H.

**Common Form of
a Charter Party
of Affreightment
under Seal for
a Voyage from
London to ———
and back. (1)**

**Fitting the Ship
for her outward
Voyage.**

**Loading the
Goods.**

**Sailing of the
Ship.**

**Delivery of the
Outward Cargo.**

**Refitting for the
Homeward Voy-
age.**

**Loading of
Homeward
Cargo.**

**Sailing on
Homeward
Voyage.**

This charterparty of affreightment, indented and made the — day of — in the year of our Lord —, between A. B. owner [or master] of the ship or vessel called the —, of the burthen of — tons or thereabouts, now lying in the port of London, of the one part, and C. D. of London, merchant, freighter of the said ship or vessel of the other part, witnesseth, that the said owner [or master] for the considerations herein-after mentioned, hath granted, and to freight letten, and by these presents doth grant and to freight let, unto the said merchant, (who hath accordingly hired and taken to freight, and by these presents doth hire and take to freight), the said ship or vessel for the voyages, and upon the terms and conditions following, (that is to say), The owner of the said ship or vessel [or the said master] shall and will forthwith render the said ship or vessel tight, staunch, strong, properly rigged, sufficiently manned, and in every respect fit for navigation, and to perform the outward and homeward voyages hereinafter mentioned; and shall thereupon with all convenient speed receive on board, load, and stow in a regular and proper manner all such goods and merchandizes as shall or may be sent by the said freighter alongside the said ship or vessel in the said port of London, not exceeding what the said ship or vessel can conveniently and safely carry over sea, besides her provisions, tackle, and appurtenances, (the master's cabin and the usual and necessary room for the ship's crew excepted); and being so laden, and being also dispatched, the said master shall and will, with the then first favourable wind and opportunity, set sail and depart without delay in the said ship or vessel from the said port of London, and proceed with the next convoy to the port of —, and upon his arrival there, address himself to the agents or correspondents of the said freighter; and, as soon after as may be, make discharge and right and true delivery of the said goods and merchandizes unto the agents, correspondents, or assigns of the said freighter, according to the bills of lading, and so to end of the said outward voyage. And, after delivery of the said outward cargo as aforesaid, the said master shall and will forthwith render the said ship or vessel in all respects fit to receive her homeward cargo, and perform her homeward voyage. And the said master shall and will thereupon, with all convenient speed, receive on board, load, and stow in a regular and proper manner all such goods and merchandizes as shall and may be sent alongside the said ship or vessel at the said port of — by the said freighter, his correspondents or agents, not exceeding what the said vessel can conveniently and safely carry over sea (besides and except as herein-before mentioned and excepted); and being so laden, and being also again dispatched, the said master shall and will with the then first favourable wind and opportunity, without delay, set sail and depart from the said last-mentioned port in the said ship or vessel, and proceed therewith direct to the said port of London; and upon arrival in the London Docks,

(1) As to this instrument, &c., see ante, 3 vol. 388, &c.

make discharge and right and true delivery of the said homeward cargo, unto the said freighter or his order, according to the bills of lading; and so end the said homeward voyage, (the acts of God and the King's enemies, the dangers and accidents of the seas, rivers, and navigation, the restraints and detentions of kings, princes, rulers, and republics, and all and every other unavoidable dangers and accidents, excepted). And the owner (or master), for himself, his executors and administrators, doth hereby covenant, promise, and agree, to and with the said freighter, his executors and administrators, that the said master shall not nor will, in either the said outward or homeward voyage, take or load on board, or suffer to be taken or loaden on board the said ship or vessel, any goods, merchandizes, packets, letters, or parcels whatever, from any other person or persons whomsoever, other than the said freighter, without his consent and permission, or the consent and permission of his agents, correspondents, or assigns, in writing for that purpose first had and obtained. And the said freighter, for himself, his executors and administrators, doth hereby covenant, promise, and agree to and with the said master, his executors and administrators, that he the said freighter shall and will procure, and cause to be sent alongside the said ship or vessel, to be loaded on board thereof, such outward and homeward cargoes as aforesaid, and procure the necessary licences for the same. And also, that he shall and will well and truly pay or cause to be paid unto the said owner [or master], his executors or administrators, the sum of £——, in full for the freight of the said outward cargo, upon the right and true delivery thereof; and the sum of £——, in full for the freight of the said homeward cargo, upon the right and true delivery thereof as aforesaid. And which said sums of money shall be in entire satisfaction, and in lieu of all primage and average, pilotage, and port charges whatever, for the said outward and homeward voyages. And it is hereby covenanted and agreed, by and between the said parties, that the said merchant shall be allowed —— lay or running days in the whole, for loading and unloading the said outward and homeward cargoes, to commence and be computed from and exclusive of the days after the said master shall be ready to take in and discharge his said respective cargoes, and notice given thereof to the freighter, his agents, correspondents, or assigns. And it is further agreed by and between the said parties, that it shall be lawful for the said freighter, or his agents, correspondents, or assigns, to keep and detain the said ship or vessel on demurrage, for the space of —— working days, over and above the before-mentioned running or lay days, upon paying the said master, his executors or administrators, at the rate of £—— sterling per day for each and every of the said —— days of demurrage. And it is hereby further mutually covenanted and agreed by and between the said parties, that the said freighter shall be at liberty to place and send on board the said vessel a supercargo during the said voyages, for whose passage the said master shall make no charge whatever (the said supercargo, however, finding and providing himself in all necessaries during the said voyages); and for the due performance of all and singular the covenants, conditions, and agreements herein contained, the said parties mutually bind themselves, their executors and administrators, in the penal sum of £—— firmly by these presents. In witness whereof the said parties have hereunto set their hands and seals, in London, the day first above written.

A. B. (L. S.)
C. D. (L. S.)

Signed, sealed, and delivered, being first duly stamped, in the presence of E. F.

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Delivery of the Homeward Cargo.

Exceptions.

Masters Covenant not to take any Goods, &c. but Freighters.

Freighter covenants to procure Cargoes, &c.

To pay Freight.

Primage and Average, &c.

Demurrage.

Liberty to send on board a Supercargo.

Penal Clause.

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Charterparty
from London to
Teneriffe, on her
Return, to put
into Dover, and
from thence to
proceed to Ham-
burg. (1)

This charterparty of affreightment, indented, made, &c. between A. B., of, &c., mariner, master and owner of the — or vessel called the —, of the burthen of — tons or thereabouts, now in the —, of the one part, and C. D., of &c. merchant, of the other part, witnesseth, that the said A. B., for the considerations herein-after mentioned, hath granted and letten, and the said C. D. hath hired and taken the said ship to freight, for the several voyages herein-after mentioned, to be, with God's permission, made with her, in manner and form following, (that is to say) the said A. B., doth hereby, for himself, his executors, administrators, and assigns, covenant, promise, and agree to and with the said C. D., his executors, administrators, and assigns, that the said ship being tight, strong, staunch, substantial, and well and sufficiently fitted, victualled, manned, provided, and furnished in all things fit and convenient for such a vessel, and the voyages to be by her undertaken, he the said A. B. shall and will be ready with his said ship at the port of —, at and from the day of the date of these presents, to receive, take, and load on board thereon, all such quantity of goods, wares, and merchandizes whatsoever, (contraband and prohibited goods always excepted), as shall in the mean time be tendered to him for that purpose by the said C. D., his factors, agents, or assigns, not exceeding what the said ship can conveniently stow, over and above her provisions, tackle, apparel, and furniture, and also exclusive of the cabin, which shall be and remain free for the use of the said A. B., and for which said goods the said A. B. shall sign bills of lading: and as soon as the said ship shall be loaded and dispatched, the said A. B. shall and will set sail and depart in and with his said ship and cargo (wind and weather permitting), directly to proceed to the port of — in —, and there value himself on —, his agents, factors, or assigns, for the sum of —, being one — part of the freight money herein-after mentioned, and unload and deliver all such quantity of goods, wares, and merchandizes as shall have been loaded on board the said ship at this port of — to such persons as the same shall have been consigned, and the same being thus unloaded, the said A. B. shall and will receive, take, and load on board his said ship all such goods, wares, and merchandizes whatsoever (contraband and prohibited goods always excepted) as shall be offered and tendered to him the said A. B., to be loaded by the said C. D., his factors, agents, or assigns, not exceeding what the said ship can conveniently store and carry, over and above her provisions, tackle, apparel, and furniture, (the cabin to be excluded in manner aforesaid), and for which goods the said C. D. shall sign bills of lading; and as soon as the said ship shall be thus reloaded at the port of — aforesaid, the said A. B. shall and will set sail and depart in and with the said ship and cargo from thence, wind and weather permitting, and directly proceed on her voyage, and put into the port of — in —, and immediately on his arrival, shall give notice thereof to the said C. D., his executors, administrators, or assigns, and shall remain and continue at the said place —, and shall from thence proceed to —, and there deliver unto the said C. D., his factors, agents, or assigns, the full and entire cargo loaden and taken on board his said ship at — aforesaid; and upon the entire and true delivery thereof, the said intended voyage shall end and be determined, (the dangers of the seas, restraint of princes and rulers, and all other unavoidable casualties, always excepted). And the said A. B. doth covenant, promise, and agree to and with the said C. D. in manner and form following; that is to say, that for the loading the aforesaid ship at this port of —, the unloading the same at —, and re-loading again at the same place, the putting into —, and unloading at — aforesaid, it shall and may be lawful for the said C. D., his factors,

(1) See form, Montefiore, 240.

agents, or assigns, to detain and keep the said ship in any of the aforesaid ports any number of days he or they shall think proper: Provided always, that in the whole they do not exceed the—— running days above mentioned. In consideration thereof, the said C. D. doth covenant, promise, and agree to and with the said A. B., his executors, administrators, and assigns, that he the said C. D., his factors, agents, and assigns, shall and will, within the space or term of—— running days, to commence and be computed from the day of the date of these presents, cause the said ship to be loaded at ——, and re-loaded at ——, in the island of ——, to touch and put into the port of —— and unload at —— aforesaid, in manner above expressed; and shall and will well and truly pay or cause to be paid unto the said A. B., his executors, administrators, or assigns, for the hire and freight of the said ship, the clear sum of —— of lawful money of Great Britain, in manner and form following, (that is to say) the sum of ——, part thereof, upon the arrival of the said ship at —— aforesaid, and the remainder thereof, together with —— parts of pilotage and port charges occasioned during the aforesaid voyage, after the end and completing of the same in manner aforesaid, and upon his arrival at ——, and having also on his part and behalf duly fulfilled the several matters by him covenanted by this charterparty: And lastly, it is agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said C. D., his agents, factors, or assigns, after the expiration of the said —— running days, to retain and keep the said ship upon demurrage, provided he or they pay or cause to be paid unto the said A. B., his executors, administrators, or assigns, the sum of —— of lawful money of Great Britain per day, for every day the said ship shall be so kept and detained upon demurrage. And for the true performance of, &c. In witness, &c.

In the name of God, amen. This charterparty of affreightment, indented, made, &c. between A. B. and C. D. of ——, merchants, owners of one moiety or half part of the good ship or vessel called the ——, of the burthen of —— tons or thereabouts, with the like moiety of all the masts, sails, tackle, apparel, boats, furniture, ordnances and appurtenances thereunto belonging, riding at anchor in —— in the port of ——, of the one part; and E. F. and G. H., of &c., merchants, owners of the other moiety and residue of the said ship, with the masts, sails, tackle, apparel, boats, ordnance, furniture and appurtenances thereunto belonging, of the other part; witnesseth, that the said A. B. and C. D. have granted and let to freight, and by these presents do grant and let to freight, all the said part and moiety of the said ship and premises unto the said E. F. and G. H., for a voyage with her by God's permission to be made and performed following: that is to say, that the said A. B. and C. D., for them, their executors, administrators, and assigns, do hereby covenant and agree to and with the said E. F. and G. H., for them, their and either of their executors and administrators, by these presents, that the said ship (being already laden) shall with the first good wind and weather after the date hereof, sail directly from the said river Thames to the port of —— in —— (the perils and dangers of the seas excepted) and there discharge such goods or merchandizes as shall be directed and appointed by the said E. F. and G. H., or one of them, their or one of their factors, agents, or assigns, and thence shall sail and take her direct course, as wind and weather shall serve, with as much speed as may be (the perils and dangers of the seas excepted) to ——, and there shall stay and abide the space of —— working days next after her first arrival, there to unlade all

Charterparty, whereby the Owners of One Moiety of a Ship let to freight their Share to the Owners of the other Moiety. (1)

(1) Sec form, Montefiore, 239.

Vol. III. Ch. IX. such goods and merchandize as shall remain on board for and on account of the said E. F. and G. H. after her delivery at — as aforesaid, and to relade such goods, wares, and merchandizes, as the said E. F. and G. H., or either of them, their or either of their factors, agents, and assigns, shall think fit to charge and relade on board and into the said ship, that is to say, so much as the said ship shall conveniently carry, over and above her provisions, tackle, ammunition, apparel, and furniture; and the said ship with her said loading shall, with the first good wind and weather after the expiration of the said — days, sail and proceed from the said — of — to —; and the said E. F. and G. H., for themselves and either of them, their and either of their executors or administrators, do covenant, promise, and agree to and with the said A. B. and C. D., and either of them, their and either of their executors, administrators, and assigns, by these presents, that they the said E. F. and G. H., or one of them, or their or one of their executors, administrators, or assigns, shall and will well and truly pay or cause to be paid to the said A. B. and C. D., or one of them, their or one of their executors or administrators, within the said city of London, for every ton of such wares and merchandizes as shall be laden or unladen in the said ship during the said voyage, the sum of, &c. per ton (or if a sum is agreed on for the voyage out and home, or so much per month) for the part and interest of the said A. B. and C. D. in the said ship, and for and in respect of the freight and hire of their part of her; which said money is to be paid in manner and form following, that is to say, —. And the said A. B. and C. D., for them and either of them, their and either of their executors and administrators, do covenant and grant to and with the said E. F. and G. H., their executors and administrators, by these presents, that the said ship for their part shall be strong and staunch, and well and sufficiently tackled and apparelled with sails, sail-yards, anchors, cables, ropes, gun-shot, artillery, gunpowder, and all other instruments, tackle, and apparel, needful and necessary for such a ship and for such a voyage, with an able master to be nominated and appointed (as the case may be) by the said — and — and sufficient number of mariners; any thing herein contained to the contrary thereof in anywise notwithstanding. And for the true and faithful performance, &c. In witness, &c.

Charterparties
to proceed from
the River of
Thames to
Jamaica, with
Convoy. (1)

This charterparty of affreightment, indented, made, and concluded upon this — day of — in the year of our Lord —, between A. B. and C. D. of, &c., merchants and partners in trade carrying on business under the firm of B. C. and D., owners of the ship —, of — tons register admeasurement, or thereabouts, now lying in the river Thames, whereof F. G. is now master, of the one part; and H. I., I. K., and L. M., of, &c., merchants and partners in trade, carrying on business under the firm of I. K. and L. of the other part; witnesseth, that the said merchants have let, and the said freighters have taken and hired the said vessel to freight for the voyage, upon the terms and conditions following: Whereupon the said merchants do covenant, promise, and agree to and with the said freighters by these presents, that the said vessel shall be tight, staunch, and strong, well and sufficiently manned, provided, and furnished with all things needful and necessary for such a vessel on her intended voyage hereinafter mentioned; and that he the said master shall take and receive on board the said vessel in the river of Thames, all such legal goods and merchandizes as they the said freighters may think proper to ship, not exceeding what she can reasonably stow and carry, over and above her tackle, apparel, provisions, and other necessaries; and on being fully loaded and afterwards

(1) See form, Montefiore, 236.

dispatched, shall join and proceed with the first West India convoy to ——— Vol. III. Ch. IX.
in the island of Jamaica, and on his arrival there deliver, agreeably to bills
of lading, unto the agents or assigns of the said freighters, all the goods and
merchandizes laden on board the said ship in the river of Thames as afore-
said, and upon such a right and true delivery, the said intended voyage to
end; the acts of God and the king's enemies, fire, and all and every the
dangers and accidents of the seas and of navigation, of whatever nature and
kind soever, restraint of princes and rulers, and all other unavoidable casu-
alties during the said voyage always excepted: And for the purposes of
loading the said vessel in the river Thames, the said merchants agree to allow
from the day of the date hereof, until within a sufficient time for the said
vessel to join the convoy which is appointed to sail the ——— instant, and
for unloading at ——— aforesaid, the space of ——— running days in the
whole, if required, to be accounted and reckoned from the day she is ready
to discharge, and notice thereof given in writing to the agents of the said
freighters: In consideration whereof the said freighters do covenant, pro-
mise, and agree to and with the said merchants by these presents, to load or
cause to be laden on board the said vessel in the river of Thames, a full
and complete cargo of all such legal goods and merchandizes as they may
think proper, not exceeding as aforesaid, in time to depart with the convoy
to sail as aforesaid, and receive the same out of the said vessel at ———
aforesaid, within the time hereinbefore mentioned, or days of demurrage
herein-after limited: And also that they the said freighters will well and
truly pay or cause to be paid unto the said merchants or their assigns, for
the freight or hire of the said vessel for the aforesaid voyage, at and after
the rate of £ ——— per ton, agreeably to the tonnage inserted at the foot
hereof, in full satisfaction of all freight, primage, and port charges; the
same to be paid in manner herein-after mentioned; that is to say, one
half in cash at the clearing out of the said vessel at the custom-house in
London, and the other half on a right and true delivery of the cargo by
good bills on London at ——— days sight. And it is also further agreed
upon by and between the said parties, that it shall and may be lawful for the
said freighters to keep the said vessel on demurrage during the said voyage
the space of ——— running days if required; they paying or causing to be
paid unto the said A. B., C. D., or their assigns, for the same, at and after the
rate of £ ——— per ton register per day, any thing herein contained to the
contrary thereof in anywise notwithstanding. And for the true and faithful
performance of all and every the foregoing covenants, promises, and agree-
ments, the said parties doth bind themselves, their heirs, executors, and
administrators, (especially the said A. B. C. D. of the said ship or vessel, her
freight and appurtenances, and the said freighters, the merchandizes to be
laden in her) each to the other of them in the penal sum of £ ——— of
good and lawful money of Great Britain firmly by these presents. In wit-
ness whereof they the said parties to these presents have hereunto inter-
changeably set their hands and seals the day and year first above written.
Sealed and delivered, being first duly stamped,
in the presence of ———.

This charterparty of affreightment, indented, had, made, and concluded
in ——— this ——— day of ———, in the year of our Lord ———, between
A. B. of, &c., acting owner of the good ship or vessel called the ———, of
——— tons measurement or thereabouts, whereof C. D. is at present master,
now lying in the river Thames, for and on behalf of the rest of the part-
owners of the said ship, of the one part; and E. F. of, &c., merchant, acting

Charterparty
to sail from the
River of Thames
to Barbadoes,
with or without
Convoy. (1)

(1) See form, Montefiore, 237.

Vol. III. Ch. IX. for and on the behalf of his house or trade, under the firm of F. and G., freighters of the said ship, of the other part ; witnesseth, that the said owners for the considerations hereinafter mentioned do hereby covenant, promise, and agree to and with the said freighters, their executors, administrators, and assigns, that the said ship or vessel being tight, staunch, and substantial, and properly fitted, victualled, and manned for the voyage hereafter mentioned to be performed, the said master or some other proper person in his stead shall and will immediately receive and take on board the said ship or vessel in the river Thames from the said freighters, their agents, correspondents or assigns, a full and complete cargo of ——— and other lawful goods, to consist of such kind and qualities as the said freighters may think proper, not exceeding what the said ship or vessel can conveniently stow and carry in her, over and above her stores, tackle, apparel, and provisions ; and having received the same on board, and being dispatched, shall and will (wind and weather permitting) set sail from the river Thames aforesaid, and proceed to the island of Barbadoes with the West India convoy expected to sail on the ——— day of ——— now next ensuing, or without the said convoy, the said ship or vessel being in all and every respect fully and properly armed and manned, and legally authorized to sail as an armed vessel and letter of marque ; and on the said ship's arrival at the said island, the said master, or any other the master of the said vessel for the time being, shall and will give notice thereof in writing to the agents, correspondents, or assigns of the said freighters, and shall and will make a right and true delivery of the said cargo unto them, some or one of them, at Bridgetown in the said island of Barbadoes, agreeably to the bills of lading that may be signed for the same ; and upon such a right and true delivery, the said intended voyage to end : (the dangers of the seas and enemies, restraint of princes and rulers, and other unavoidable casualties always excepted). And the said owners do hereby further covenant, promise, and agree to and with the said freighters, their executors, administrators, and assigns, that the said ship or vessel shall and will, if required, lay at her destined port of discharge, for the delivery of the said cargo, the space or time of ——— running days ; such lay days to commence from the day the said ship shall arrive there, and be ready to deliver the said cargo. In consideration whereof, and of every thing above-mentioned, he the said E. F. doth hereby covenant, promise, and agree to and with the said owners, their executors, administrators, and assigns, that they the said freighters, their executors, administrators, correspondents, agents, or assigns, some or one of them, shall at their own proper costs and charges send, or cause a full and complete cargo of ——— or other lawful goods to be sent alongside the said ship in the river Thames aforesaid, and dispatch her in proper time to sail with the aforesaid convoy, provided the said ship or vessel should sail with convoy, or within ——— days, provided the said ship or vessel sails without convoy ; and likewise that he the said E. F. shall and will pay or cause to be paid unto the said owners, their executors, administrators, and assigns, freight for the said cargo at and after the rate per ton, reckoning the ton as hereinafter mentioned ; that is to say, ——— in full for freight, primage, and port charges of the said intended cargo of ——— and other goods ; such freight to be paid as follows, ———. And the said owners do hereby further covenant, promise, and agree to and with the said freighters, their executors and administrators, that the said master or any other master for the time being, shall and will give the usual and accustomed assistance with his boats and crew in unloading the said intended cargo, as is customary in the said island of Barbadoes ; and that no goods whatsoever shall be received on board the said ship in or during her said intended voyage, but what shall be sent by the said freighters or their order. And the said owners do hereby further agree that it shall and may be lawful to and for the said freighters, their agents or assigns, to keep the said ship or vessel on

demurrage at her port of loading aforesaid, the space of ——— running days, on paying to the said commander, or any other commander for the time being, the sum of £ ——— per ton per day, the register measurement of the said ship. And to the true performance of all and every the covenants, promises, &c. In witness, &c.

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Articles of agreement, indented, had, made, concluded, and fully agreed upon, this ——— day of ———, between ——— of ——— of the one part, and the united company of merchants of England trading to the East Indies, of the other part. Whereas the said ——— some time since agreed with the court of directors of the said united company to build a ship at ——— as herein-after mentioned, which, when built and completed, should be let to freight to the said united company, who have agreed to hire the same for six several voyages to be made with her from London to the East Indies, China, and elsewhere soever, within the limits of the said united company's exclusive trade, and back again to London, upon such terms and conditions as particularly are mentioned in the several schedules hereunto annexed, and marked respectively 1, 2, 3, 4, 5, and 6: Now these presents witness, that in consideration of the premises, the said ———, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said united company, their successors and assigns, in manner following; that is to say, that he the said ———, his executors, administrators, and assigns, shall and will forthwith, at their own proper costs and charges, in all things, build, or cause to be built, at ———, one good ship, of the burthen of ——— tons at the least, and not exceeding ——— tons, and with such materials, and to be furnished and provided in such manner, and to be built and finished at such times, as are particularly mentioned in the said schedules; and that when the said ship shall be built, she shall be let to the said united company for six several voyages, at such freight and demurrage, and upon such terms and conditions, as are particularly mentioned in the said several schedules: And for that purpose she shall in all things, at the costs and charges of the said ———, his executors, administrators, or assigns, be from time to time repaired, fitted, armed, stored, and provided, according to the terms and conditions mentioned in the said schedules, and as such a ship ought to be repaired, fitted, armed, stored, and provided for such service, according to the usage and customs of the regular ships in the said united company's service. And the managing owner, and some other principal owner of the said ship, and the commander thereof, shall and will, from voyage to voyage, enter into a charterparty of the said ship to the said united company for the said respective voyages, upon the terms mentioned in the said schedules, in which charterparties such further stipulations, provisoes, and agreements, as shall be necessary and reasonable, shall from time to time be inserted: And that the said ship shall not, until she shall have performed such six several voyages as herein-before is mentioned, be employed in any other service, or upon any other occasion whatsoever, other than in the service of the said company, without their consent in writing first had and obtained; and that during such time as the said ship shall remain in the service of the said united company, the said ———, his executors, administrators, and assigns, and all and every the owners, commanders, officers, and crew of the said ship, shall and will in all things conform themselves to the by-laws, rules, and regulations, for the time being, of the said united company and their court of directors, or any committee thereof, and shall and will submit, obey, and conform, as well in the building as the repairing and equipment of the said ship from time to time, to all and every the orders, instructions, and directions which from time to time may be given by the said

Agreement for Performance of a Contract for building a Ship, and to let the same to freight to East India Company. (1)

(1) See precedent, Montefiore, 231.

Vol. III. Ch. IX. united company, or their court of directors, or any committee of the said court, or the said united company's master-attendants and surveyors of shipping, and all other their officers and servants having due authority in the premises: Provided always, that in case of breach of this covenant, or any of the terms, stipulations, or agreements contained in or arising out of the several schedules hereunto annexed, it shall and may be lawful to and for the said united company, or their court of directors, to reject the said ship wholly from the service of the said united company, and also to recover a satisfaction for the damages occasioned by any such breach of covenant, and the penalty of any obligation entered into for the due performance of this covenant, or to seek any of such remedies as they shall see fit, any thing herein-before contained to the contrary thereof in anywise notwithstanding. In witness, &c.

The Schedules referred to :

- No. 1. The terms and conditions for receiving tenders, dated the _____.
2. The dimensions and scantlings, ditto.
3. The inventory of stores, ditto.
4. A blank charter-party, ditto.
5. The tender.
6. The resolution of the court of directors agreeing to the tender.

Charterparty
for Ships of about
800 Tons, to be
freighted for the
East India
Company's
Service. (1)
Date.
Part Owners.
Ship's Name.
Burthen.
Master.
Let to freight.

£—— Imprest.

Primage and
Average. [1s. 6d.
per ton.]

In the name of God, amen. This charterparty, indented of affreightment, made the —— of ——, in the year of our Lord ——, between ——, part owners of the good ship the —— of London, which the said part owners affirm to be of the burthen of —— tons or upwards, now riding at anchor in the river of Thames, and captain —— of London, mariner, master of the said ship, of the one part, and the united company of merchants of England trading to the East Indies of the other part, witnesseth, that the said part owners, for themselves and the rest of the owners of the said ship, and the said master for himself, his executors and administrators, have granted and let to freight all the said ship unto the said united company; and that the said united company have hired and taken to freight all the said ship, for a voyage with her to be made (by God's blessing), as hereafter mentioned, in trade, and also in warfare, and on any other service whatsoever, as the said company, or any their governors, presidents, or agents, authorized thereunto by the court of directors for the time being of the said company, or any committee thereof, shall require or direct; whereupon the said part owners, for themselves jointly and severally, and for the rest of the part owners of the said ship, and for their respective heirs, executors, and administrators, and the said master for himself, his heirs, executors, and administrators, do, in consideration of the sum of £—— of lawful money of Great Britain, by the said united company to be impressed or paid to them at the ship's arrival at Gravesend outwards, in part of the freight and demurrage to grow due in respect of the said intended voyage, and of the further sum of £—— to be then likewise paid by the said company to the said master, in full satisfaction of and for all primage and average which might otherwise become due or payable to the said master, or for or on account of the said ship's intended voyage, and for and in consideration of the concessions and covenants herein-after on the part of the said company contained, and every of them, doth covenant, grant, and agree to and with the said united company of merchants of England trading to the East Indies, their successors and assigns, by these presents, in manner and form fol-

(1) See form, Montefiore, 175. This form will be found useful for chartering vessels in any foreign trade.

lowing; that is to say, that the said ship is of the burthen of — tons at the least, and capable of taking in, stowing, and holding, over and above her tackle, apparel, furniture, and provisions, at least — tons of the goods and commodities of the East Indies, and other the places comprehended within the limits granted or allowed to the said company to trade in, reckoning and accounting the tonnage of goods and commodities as herein-after is mentioned: And further, that the said ship, on and from the — day of —, shall be afloat in the river of Thames, at or on this side Long Reach in the said river, and shall be then ready fitted and manned with so many officers and men as shall be sufficient to take in and preserve all such bullion, goods, and merchandizes, as the said united company shall send on board; and shall there be ready to take in, and shall take in there and at Gravesend, and in the Hope, and in and at every other port in the kingdom of Great Britain or elsewhere, in her outward-bound voyage, all such goods, merchandizes, bullion, and passengers, as the said united company shall send on board, not exceeding in the whole — tons, including therein — tons of iron kintledge; out of which agreed tonnage is to be deducted one ton for every passenger or soldier that shall be carried in the said ship for the said united company's account or service, to the number of fifty, and for all above that number one ton and an half; and for such part of the said — tons as shall be tendered to be laden on board the said ship, and shall not be taken in, the said part owners, for themselves jointly and severally, and for the rest of the part owners of the said ship, do, and the said master for himself doth covenant, promise, and agree to pay, or, if the said united company shall so effect, to allow to the said company out of the freight and demurrage hereby payable, after the rate of five pounds a ton for the same. And it is also agreed by the said company to allow and pay to the said part owners and master for all exceedings of the said — tons, after the rate of £5 a ton. And the said part owners and master do, in manner aforesaid, covenant, that the said ship shall on the — day of — proceed to Gravesend, wind and weather permitting; and on her arrival there, the said master shall give notice thereof in writing to the secretary for the time being of the said united company; after which notice is received, the said united company may keep the said ship at Gravesend, or in the Hope, — days longer, to take in such further goods, merchandizes, bullion, and passengers, as they shall think fit to order or send on board her; and that after the said — days' stay at Gravesend, or in the Hope, the master of the said ship for the time being shall send to the said secretary notice thereof in writing, which notice when received shall be deemed and taken as a dispatch for the said ship from thence to the Downs, unless the said united company shall detain her longer there, which the said company may do by order in writing, within two days after such notice received; in which case the said ship shall be allowed demurrage, after the rate of — a day, for and during such detention; and that the said ship, being furnished, provided, supplied, fitted, victualled, and manned as herein is mentioned, wind and weather permitting, the restraint of his majesty, his heirs or successors, and detention by the said company as aforesaid excepted, shall sail to and arrive in the Downs by the — day of —, and shall, immediately after her dispatch, sail on her intended voyage, as hereafter is mentioned. But if the said united company shall not give the said ship her dispatches before or on her arrival in the Downs, the said ship being so fully fitted, victualled, manned, furnished, and provided as aforesaid, and ready to sail, then they shall pay or allow unto the said part owners and master, demurrage, after the rate of — a day, from such her arrival in the Downs, unto the time the said ship shall be so dispatched; the time for which dispatch is hereby agreed not to exceed the — day of —. But if the said ship shall not, at the times appointed for that purpose as aforesaid, sail unto Long Reach and

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Ships will carry — Tons of Goods. [Contract Tonnage.]

When to be afloat, &c.

To carry — Tons outwards, including — Tons of Iron Kintledge.

Tonnage of Passengers.

Penalty for not taking in — Tons outwards.

To pay £5 per Ton for all above — Tons outwards.

When to go to Gravesend.

Notice to be given of her Arrival.

How long to stay there.

When to be dispatched to the Downs.

Demurrage for Detention.

When to be in the Downs, and dispatched from thence.

If not dispatched, the Company to pay Demurrage.

If the Ship does not arrive at

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Gravesend and the Downs, and sail at the above Time, the Owners to pay Demurrage.

Ship's Company.

— Tons of Iron Kintledge to be reckoned as so many Tons of Goods.
Deals for Dunnage.

Pieces of Ordnance, Quantity of Gunpowder, and other War-like Stores.

Penalty for Deficiency of Guns,

and also for Sale of Guns abroad.

Company to have Liberty to survey the Ship, &c. at any time.

To lie by for Surveyors, &c. who are to be civilly treated and victualled.

The Hatches to be sealed, if required, and the Ship surveyed.

If the Ship, &c. is defective, to be amended by the Owners, &c.

Gravesend, and from thence, wind and weather permitting, and the restraint and detention aforesaid excepted, at the time before-mentioned, arrive in the Downs, and from thence directly sail on her intended voyage, in all and each of the said failures, the said part owners, and the rest of the owners, and the said master, shall pay, or at the choice of the said united company allow to them out of the freight and demurrage hereby payable, after the rate of — a day for every day that shall intervene between the times before appointed for the said ship's arrival at the respective places aforesaid, and her actual arrival there, and sailing from thence as aforesaid; and the said part owners and master do hereby, for themselves, their executors and administrators, covenant, promise, and agree to and with the said united company, that the said ship before her departure from Gravesend shall be manned with the said master and — men, whereof the said master and at least three-fourths of the said men or mariners shall be English, and shall so continue manned during the voyage; and that the said ship shall during the voyage, both abroad and also outward and homeward bound, have and keep a sufficient quantity of ballast on board to navigate her with safety, and shall also carry out and bring home — tons of iron kintledge, which is to be reckoned for and as — tons in goods, and no more; together with a sufficient quantity of dunnage over the same to preserve the cargo from damage, which in ships from China shall be a complete flooring of deals, or other plank, not less than two inches thick, and with battens not less than eighteen inches asunder on the sides and well: And also that the said ship shall, not only before her departure from Gravesend outwards, but also at the time and times of her departure from port to port abroad, and also at her last departure from the East Indies, or elsewhere within the limits of the said company's exclusive trade, be strong and tight, and well and sufficiently victualled, tackled, and apparelled, and also well and sufficiently furnished with all necessary stores, — pieces of ordnance mounted, whereof — shall be — pounders on the main deck and — shall be — pounders on the quarter deck, — barrels of gunpowder, shot thirty rounds, ammunition and furniture equal to and sufficient for such a ship and voyage. And it is also hereby covenanted and agreed, that in case this ship shall sail from England without having the full number of guns herein-before agreed to be carried out in this ship, the said part owners and master shall forfeit to the said company £40 sterling for each gun wanting of the said number. And it is hereby further covenanted and agreed by and between the parties to these presents, that in case any of the guns herein-before agreed to be carried out and brought home in this ship shall be disposed of without leave of the company's servants abroad to whom this ship is consigned, the said part owners and master shall forfeit the sum of £100 for each gun sold. And it is further agreed, that the said company, their surveyors, agents, officers, waiters, and servants, in England and abroad, shall have free liberty from time to time and upon all occasions during this whole intended voyage, and until finally unladen, to repair and remain on board the said ship as they shall be thereunto appointed; and to this end and purpose the said ship, upon proper, usual, and known signals made to or for her, shall lie by if sailing, and shall stay till such person or persons shall and do come on board; and the said master shall civilly treat and entertain the said person or persons with reasonable and convenient food and lodging during their stay, at the charge of the said part owners and master. And it shall be lawful to and for all and every such persons to put locks on the hold, or seal the hatches of the said ships, if they please, and to take a survey of the said ship and every part thereof, and of the ship's cargo, ammunition, furniture, provision, and stores. And if the said ship shall not be sufficiently fitted, victualled, and manned, or if any thing shall be deficient, wanting, or amiss, the said part owners or master shall from time to time, upon reasonable notice given by

such officer or officers, person or persons, cause them to be furnished, provided, amended, and supplied, according to the directions of such persons as shall be appointed thereunto as aforesaid. And if upon such survey it should be found that there is a greater quantity of goods in the said ship than what she can reasonably carry in her so as to be free and jocund, and fit to sail through the seas, and capable to defend herself, and that all her guns be clear; in such case it shall be lawful for the said company, their presidents, agents, or chief factors, to lighten the said ship, so as to reduce the cargo to such a degree as that the said ship can reasonably carry the same in manner as aforesaid. And it is hereby further covenanted as aforesaid, that the said master, and the master for the time being, together with the ship, officers, and ship's company, shall, in and during the said intended voyage with the said ship and boats at sea and in port, together with such part of the ship's company as shall be necessary, not exceeding at any one time thirty men, unto, from, and upon the land, in a defensive and offensive manner, in trade and also in warfare, if so required as aforesaid, and otherwise at all times as occasion shall require, be ready to serve, and shall accordingly honestly, faithfully, and manfully serve the said company, their factors and assigns. And the said part owners and master do as aforesaid jointly and severally covenant and agree to and with the said united company, that the said master, and the master of the said ship for the time being, during this whole intended voyage, shall observe such commands, orders, directions, and instructions as shall from time to time be given by the said united company, or their court of directors for the time being, or by any committee to be appointed by them, or by their governors, presidents, agents, chief factors, or assigns. And the said part owners and master do, as aforesaid, hereby covenant and agree, that it shall be lawful to and for the said united company, their presidents, agents, and chief factors authorized thereto by the said court of directors, or a committee thereof, from time to time (if they see cause) to displace or remove, and also to restore again and continue in the said ship, the said master, or the master for the time being, or any other officer or officers belonging thereto: And further, that no officer shall at any time during this voyage be taken or employed on board the said ship who shall be disliked or disapproved of by the said company or their court of directors, or any committee thereof, or by the said company's governors, presidents, factors, or agents. And it is hereby further agreed, that if the said company's presidents, agents, or chief factors abroad shall displace or remove (and it is hereby agreed that it shall be lawful for them to displace or remove) the master or masters, or any officer or officers of the said ship for the time being, that then and thereupon the next in degree to such master or masters, or other officer or officers so removed or displaced, who shall be approved by the president and council, or the supra-cargoes of the said company, where the said ship shall then be, shall succeed to his or their employments, and so often as any master or masters, officer or officers, shall be removed, the next in quality shall succeed to and take and hold the place or places, office or offices, of the person or persons so removed, till they shall so happen to be displaced, and others succeed to him or them. And if such new-constituted master or masters, or other officer or officers, shall not be received into or shall be kept out of such their employments or offices, or not readily, duly, and in all things submitted to and obeyed, that then the said company shall be and they are hereby declared to be acquitted, exonerated, and discharged of and from all and every the clauses, covenants, articles, conditions, and agreements in these presents contained on the part of the said company to be performed, observed, and fulfilled; and in such case the money paid to the said part owners and masters, or for their or the ship's account, shall be restored. And the said —, the said part owners of the said ship or vessel called the —, for themselves, their heirs, executors, and

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If the Ship is overladen, to be lightened.

Master and Ship's Company, with Ship and Boats, to serve the Company at sea and ashore, with 30 Men at a time.

Master to obey the Company's Orders, and those of Agents abroad.

Master and Officers may be displaced and restored.

None to be employed if disapproved.

Master or Officers displaced, the next in rank to succeed.

If Master or Officers are not confirmed, or kept out of their Employ, the Charterparty to be void.

Command not to be bought or sold.

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administrators, and for the other owners of the same ship or vessel, do further covenant, promise, and agree to and with the said united company, their successors and assigns, by these presents, in manner and form following; that is to say, that neither they the said —, and the other owners or part owners of the said ship or vessel, or any or either of them, or any other person or persons whatsoever, for their or either of their use or account, have or hath at any time or times heretofore, by any ways or means whatsoever, directly or indirectly sold the command of the said ship, or the privileges, emoluments, or advantages of that station; nor have or hath accepted, taken, or received, or been allowed, or contracted or agreed for receiving or being allowed, nor shall or will at any time or times hereafter, by any ways or means whatsoever, directly or indirectly sell the command of the said ship, or the privileges, emoluments, or advantages of that station; or accept, take, receive, or be allowed, or contract or agree to receive or be allowed, any gratuity or consideration for the appointment of the said —, or any other person or persons, to the command of the said ship or vessel, or for or in respect of the privileges, emoluments, and advantages of that station; but that the appointment of the said — to the said command hath been, and all other appointments to be made to such command, and to the privileges, emoluments, and advantages of that station, shall be gratuitous, without any fee, reward, or consideration whatsoever, other than the faithful services of such commander in his station, for the ordinary wages and allowances of such station. And in case it shall hereafter appear that any thing hath been or shall be done or caused to be done by any owners or part owners of the said ship or vessel respecting the sale of the appointment of a commander, or of such privileges and advantages as aforesaid, contrary to the true intent and meaning of these presents, then and in such case it shall and may be lawful to and for the court of directors for the time being of the said united company, by notice in writing from the secretary of the said united company, to discharge the said ship or vessel from the service of the said united company, in such manner and at such time as in such notice shall be expressed; and the said united company, and also the owners of the said ship, shall from thenceforth respectively stand discharged from this charterparty, and from all other agreements whatsoever with respect to the future employment of the said ship; but nevertheless each party shall remain liable to the performance of their charterparty in every respect up to the time of such discharge. And moreover, if any thing shall be done or caused to be done by any owner or part owner of the said ship respecting such appointment of a commander, or such privileges and advantages as aforesaid, contrary to the true intent and meaning of these presents, then and in every such case the said part owners, party hereto, shall pay damages to the said company for such breach of covenant, at and after the rate of double the amount or value of the gratuity or consideration for which the said command, or the said privileges, emoluments, and advantages, shall be sold or agreed to be sold, or which shall be accepted, taken, received, or allowed, or contracted, or agreed to be accepted, taken, received, or allowed, for such appointment, or for or in respect of such privileges, emoluments, or advantages as aforesaid, contrary to the true intent and meaning of these presents, which said damages shall be paid in money, or at the option of the said company shall be set off and retained by the said united company out of any money due for the freight, demurrage, or earnings of the said ship. And the said —, the said commander of the said ship or vessel called the —, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said united company, their successors and assigns, by these presents, in manner and form following; that is to say, that neither the said —, or any other person or persons whomsoever to his use or on his account, hath or have, in any way or manner whatsoever, subsequent to the same 18th day

of May 1796, directly or indirectly bought, paid, given, or allowed, or contracted, agreed, or promised to buy, pay, give, or allow, nor shall or will at any time or times hereafter, in any way or manner whatsoever, directly or indirectly pay, give, or allow, or contract, agree, or promise to pay, give, or allow, to any person or persons whomsoever, any gratuity or consideration whatsoever for the appointment of him the said ——— to the command of the said ship or vessel, or for or in respect of the privileges, emoluments, and advantages of that station; but that the appointment of him the said ——— to the said command, and to the said privileges, emoluments, and advantages, hath been gratuitous, without any fee, reward, or consideration whatsoever, other than the faithful service of him the said ——— as such commander as aforesaid, for the ordinary wages and allowances of that station: And also, that he the said ———, or any other person or persons whomsoever, to his use or on his account, shall not nor will, at any time or times hereafter, in any way or manner whatsoever, directly or indirectly sell the said command, or the privileges, emoluments, and advantages belonging thereto, to any owner or owners of the said ship, or any future commander thereof, or to any other person or persons, for their or any of their use and account, other than and except the sale of his private trade, goods, and privileges, for a full and adequate consideration in the ordinary course of such trade, nor shall or will accept, take, receive, or be allowed, or contract, promise, or agree to accept, take, receive, or be allowed, any gratuity or consideration whatsoever for resigning or quitting the said command, or for resigning or quitting the privileges, emoluments, or advantages thereof to any other commander of the said ship, or for any interest or influence of him the said ——— to get any other person or persons appointed thereto: And also, that in case it shall hereafter appear that any thing hath been or shall be done or caused to be done by the said ——— respecting the purchase or sale of the said command, or the said privileges, emoluments, or advantages, or any way relating thereto, contrary to the true intent and meaning of these presents, then and in every such case the said ——— shall pay damages to the said united company for such breach of covenant, at and after the rate of double the amount or value of the gratuity or consideration paid, received, or allowed, or contracted to be paid, received, or allowed, for or in respect of every such breach of covenant as aforesaid, which said damages shall be paid to the said united company in money, upon demand thereof, or at the option of the said company shall be set off and retained by the said united company out of any goods in the hands of the said company, or any money due from the said united company, or from the owners of the said ship to the said ——— for wages, private trade, or otherwise. And it is hereby agreed by and between the parties to these presents, and particularly the said part owners for themselves and the other owners of the said ship, and the said master for himself, do hereby respectively consent and agree, that it shall and may be lawful to and for the said united company from time to time to file any bill or bills in equity against the said owners and master, their executors or administrators, or any other person or persons whatsoever claiming under or acting for them, for a discovery of every breach of covenant respecting the sale, purchase, appointment, or resignation of any such command as aforesaid, or the privileges, emoluments, and advantages of that station, and all circumstances relating thereto; and upon the said united company in such bill waving all penalties and demands, other than the said stated damages, the party or parties against whom the same shall be filed shall and will put in a full and perfect answer thereto upon oath, and make the discovery required, and shall not nor will demur or plead thereto, or seek to avoid answering the same by reason or under pretence that the same may subject them to a penalty, or upon any such like ground. And it is hereby further agreed, that neither the said master, nor the master for the time being, or part owners or any other part owners of the said ship, shall or will sell, or wittingly or willingly permit

No Office in the
Ship to be sold.

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Penalty.

Ship to carry
and pay for
Commission.Order of En-
couragement to
be put up in the
Ship,

or suffer any other person to sell, to any officer of the said ship, his or their place or places, office or offices, nor shall nor will take, exact, have, or receive, or wittingly or willingly permit any other person to take, exact, have, or receive, any money, gratuity, or any promise, agreement, service, or reward whatsoever, directly or indirectly, for in respect of any place or office in or belonging to the said ship, or for relinquishing or giving up any office or place in the said ship to any other person or persons in or for any future voyage of the said ship, or for admitting any officer or officers, or other person or persons, to go in the said ship in this or any future voyage; and in case the said part owners, or any of them, or the master for the time being, shall offend against the true tenor and meaning hereof, the money or gratuity so received, and the promise, agreement, service, or reward made, paid, or given, shall be considered as received by and made and given to the said part owners and master, for the use of the said united company, and the said part owners and masters who shall offend in the premises (and such offending party or parties only) shall account for, pay, and deliver to the said united company all and every such monies or gratuities so received, and all and every such promises, agreements, services, and rewards so made, paid, or given, or the full value thereof, together with interest for the same, to be recovered by action at law or by suit in equity, whereto the defendants, by answer, shall make a full discovery respecting the monies or gratuities so received, and the promises, agreements, services, and rewards so made, paid, or given, and shall not nor will demur or plead in bar to the discovery or relief sought thereby. And whereas it is convenient that all ships freighted by the said united company should carry his majesty's commission, or a commission from the lord high admiral of Great Britain, or the lords commissioners of the admiralty for the time being, or both of them; it is hereby agreed by and between the parties to these presents, that the said ship shall carry such commission or commissions, in case the same can be had or procured, according as the said company shall judge proper and direct; and such commission or commissions shall be procured and paid for by the said part owners. And the said part owners and master do, in manner aforesaid, further covenant, that the said master, and the master for the time being of the said ship, shall, before the said ship's departure from the Hope, put up in the most visible place thereof, for the information or encouragement of all the mariners, an order in words or to the effect following; that is to say, "The court of directors of the united company of merchants of England trading to the East Indies, being willing to encourage the mariners of all their ships to be just to the said company, and careful of their effects and trade, and observant of all injuries done or doing thereto; as also to animate them to defend their said ships and their estates on board in case they should be assaulted by an enemy; do hereby declare, that they will allow and pay the following rewards, at the return of the ship from the East Indies into the river Thames, and finishing this present voyage; that is to say, to every seaman that shall prevent any wilful and malicious damage to any part of the said company's effects, or shall save the same from being lost, a reward suitable to their merit therein; to the widow, children, father, or mother of every seaman that shall lose his life in defence of the ship as aforesaid, thirty pounds; to every seaman that shall lose a leg or arm, or both, in such defence, thirty pounds; to every seaman that shall receive any other wound, such sum of money as the said court of directors shall think fit, upon producing a certificate from their commander or superior officer touching their merits; that every seaman so wounded in defence of the ship shall be cured of his wound at the charge of the said company and owners." And it is hereby agreed that the charges and sums of money mentioned in the said order to be payable for or in respect of the defence of the ship and cargo, shall be borne in the proportion following; that is to say, two-thirds by the said company, and one-third by the owners of the ship. And it is

hereby agreed, that the said order, or others of the same tenor in the room thereof, shall be in large legible characters, and continue in the place aforesaid during all the said voyage. And it is hereby further agreed, that the said ship, after her departure from the Downs, shall, as aforesaid, wind and weather permitting, and the restraint aforesaid excepted, directly sail to such ports and places in the East Indies, or other the limits aforesaid, or elsewhere, as the said company, or their court of directors for the time being, or a committee appointed by the said court for that purpose, or the major part of them, shall direct, in writing, and shall there, according to such directions, fully, duly, and in safety discharge and deliver, in manner accustomed, all such bullion, goods, merchandizes, and passengers as shall be loaden or put on board the said ship; and shall also receive and take on board the said ship, and well and securely stow and place therein, all such other bullion, goods, merchandizes, and passengers as shall be loaden or put on board, or tendered to be loaden or put on board, for or on account of the said united company, or by their order, or by the order of any of their presidents, agents, chiefs, and council, or other their servants, from port to port, within the limits aforesaid, the said company allowing and paying to the said part owners and master after the rate of two pounds a ton for every ton that shall so be put on board exceeding the quantity of — tons as aforesaid; and afterwards shall sail therewith directly to such other ports, rivers, and places to which the said ship shall be appointed by the said united company, or the said court of directors, or a committee thereof, or the said company's presidents, factors, or assigns; and shall at all or any of those other ports or places, whereunto she shall be so ordered, not only duly and in safety discharge and deliver, in manner accustomed, all such bullion, goods, merchandizes, and passengers as shall be carried in her thither, for the account of the said united company, there appointed to be landed; but also receive and take in her all such other bullion, goods, merchandizes, and passengers as the said united company, their presidents, factors, or assigns, shall lade or put on board her, or tender to be laden or put on board her, for England or elsewhere, leaving so much room as that therein she may (over and above the same) reasonably stow and carry her victuals, naval and other stores, tackle and apparel. And the said part owners and master do as aforesaid jointly and severally covenant and agree to and with the said united company, that in case the said ship shall not receive, load, and bring home to England, on her return voyage, the full quantity of — tons of merchandize, on account of the said united company, reckoning the tonnage thereof as herein-after is mentioned, then and in such case the owners of the said ship shall and will pay to the said united company so much money as the freight of such deficient merchandize would have amounted to, in case the same had been shipped and brought home in the said ship, which said payment shall be deducted from and allowed out of the money becoming due to the said owners for the freight and other payments hereby agreed to be paid to them; provided that if it shall appear that the master of the said ship for the time being shall in due time before the said ships departure on her return voyage, have made a demand in writing, from the said united company's servants by whose orders the said ship shall be loaded, of more goods to be shipped, to make up such deficient loading as aforesaid, or some part thereof, and such goods so demanded or some part thereof shall be refused, or, by the neglect or default of such servants of the said united company, shall not be shipped, then and so far as the said servants of the said united company shall refuse or neglect to load the said ship up to the said quantity of — tons, the said owners shall be excused from, and shall not be liable to make the said payment or allowance. And it is hereby further agreed by and between the parties to these presents, that it shall and may be lawful to and for the said company, or the said court of directors, or a committee thereof, to order, direct, or appoint the said

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and to continue during the Voyage.

Ship to sail from the Downs to the Place appointed.

To deliver out and take Goods if required.

Owners to be paid £2 a Ton for Surplus Tonnage from Port to Port, [beyond Four-fifths Contract Tonnage]

Part Owners and Master to pay for Deficiency of Tonnage under — Tons. [Contract Tonnage.]

Except the deficient Tonnage had been demanded and refused to be laden to make up — Tons. [Contract Tonnage.]

Ships to touch at such Places as shall be or-

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dered, and receive and deliver out any Goods, &c.

Ship not to touch at any Places not ordered to touch at.

Penalty.

Cargo to be stowed in best manner to prevent Damage.

Cargo from India only to be stowed in the Ship's Hold and lower Deck abaft the Pump-well.

Cargoes from India and China how to be stowed.

ship, in her outward-bound voyage, to touch and receive in and deliver out any goods or merchandizes, letters or packets, at any island, port or place in Europe or Africa, or any other ports or places on this side of her consigned port or ports; and to perform any other service whatsoever, for which deviation or detention, if any be, the said part owners and master shall be allowed as much as such deviation and detention reasonably deserves, unless it shall be otherwise agreed on or before the said ship's departure from England; but it is the meaning of the parties hereto, and the said part owners and master do as aforesaid covenant, that the said master, or the master of the ship for the time being, shall not, outward-bound, stop or stay or take in any foreign coin or bullion, goods or provisions, at any of the Western, Madeira, or Canary Islands, or at any other place on this side her consigned port, without an especial order or licence in writing from the said company's court of directors, or a committee thereof. And in case the said master of the said ship shall stop, stay, or take in any goods or provisions at any of the said places without such especial order or licence, the said part owners and master shall pay, or at the choice of the said united company, out of the freight of demurrage which shall or may grow due by virtue of this contract, allow to the said company one hundred pounds sterling a day for every day the said ship shall so stop or stay at all or any of the said places or islands; and the said foreign coin or bullion and goods so to be taken in shall be deemed and accounted to be unlicensed goods. And the said part owners and master do as aforesaid covenant, that the said goods and merchandizes received or to be received into the said ship for account or by order of the said united company, their factors or assigns, shall be in the best manner stowed to prevent damage, and disposed of in the said ship in such manner and in such places as will not lumber or incommode her working, or render her incapable of defence. And in order to prevent any goods or merchandizes belonging to the said united company from being stowed in any place whereby they may be liable to be damaged, or whereby the said ship may be incumbered, it is hereby agreed, that no goods or merchandize whatever belonging to the said united company, from India or China, shall be put into or placed in any other part of the said ship than the said ship's hold and on her lower deck, in such parts as are herein-after mentioned; that is to say, that goods be permitted to be stowed on the lower deck of ships of twelve hundred to fourteen hundred tons, which have a hatchway into the lazaretto, from the stern to the fore-part of the beam abaft the main-mast (with exceptions hereafter stated), and from the after-part of the foremost beam of the main hatchway to the after-most part of the beam abaft the fore-mast, strong and sufficient bulkheads being erected at the fore-part of the beam abaft the main-mast, the after-part of the fore-mast beam of the main hatchway, and the after-part of the beam abaft the fore-mast: That in ships of about eight hundred tons, having a hatchway into the lazaretto as before mentioned, the cargo be stowed (with the exceptions hereafter stated) from the stern to the after-part of the beam abaft the main-mast, and from the after-part of the fore-mast beam of the main hatchway to the after-part of the second beam before the fore hatchway, strong and sufficient bulkheads being erected in those places respectively: That in such ships which have not a hatchway down directly into the lazaretto, the bulkheads be erected at the same situations as above stated, with this difference only, that a bulkhead be built at the after-part of the fore hatchway, and also at the two sides thereof, and continued from thence as far forward as the prescribed place for the foremost bulkhead before mentioned for ships of each tonnage respectively, where the bulkheads are to return into the sides: That the cables of the ships of each description before stated, be coiled in the spaces before described, abreast the main hatchway; and that the space from the bows to the fore-mast bulk-head be reserved for the water and wet provisions for the homeward-

bound passage : That the angles in the gun-room, formed by the traverse of the tiller into the sides, and the space of eight feet forward immediately from the stern-post towards the bread-room scuttle, being the exceptions before alluded to, be in like manner reserved for the dry provisions : And that those parts on the lower decks of all ships in general where goods are allowed to be stowed, be properly dunnaged with billet-wood or battens one inch thick ; with such other precautions as may be directed to the commanders. And it is hereby further agreed, that in case any goods or merchandizes whatsoever belonging to the said united company shall be put into or placed in any powder-rooms or other part of the ship, contrary to the true intent and meaning of these presents, the said united company, in respect of such goods so improperly stowed, shall not be liable to pay any freight for the same ; but all such goods shall be delivered to the said united company freight free. And it is also agreed, that no kind or sort of goods whatsoever (pepper only excepted) shall, without leave in writing given by the said united company, or their president, agent, or chief factor, and the council where such goods shall be taken on board, or without the like leave given in writing by the supra-cargoes of the ship, be shot loose in the hold ; nor any bale or package, after its coming aboard, be altered, by cutting off the lugs of the bales or otherwise : And that if the master or mariners of the said ship shall do any thing in breach of this covenant, that then and in such case the said united company shall pay or allow unto the said part owners and master but one-half of the freight otherwise agreed to be paid for the said goods so unduly stowed, shot, or altered in the package ; and the said part owners and master shall make good all other damages that shall arise thereby. And it is further agreed, that for every bale of cloth or other goods that shall be opened on board the said ship, or altered during the voyage, and whereof the said part owners and master shall not give notice unto the said company, or their respective warehouse-keepers, within ten days after the ship's arrival in the river of Thames, the said part owners and master shall forfeit and pay to the said company and their successors the sum of ten pounds sterling. Provided also, and it is hereby further agreed, that no pepper loaded on board the said ship shall be shot loose between decks ; and in case the master or mariners of the said ship, or any of them, contrary to and in breach of this agreement, shall shoot any pepper loose between decks, then and in such case the said united company shall not pay or allow to the said part owners or master, nor shall they be entitled to demand for such pepper any freight. And also it is covenanted and agreed by and between the parties to these presents, that if any of the goods or merchandizes that shall be laden aboard the said ship in England, or at any other place in her outward-bound voyage, shall be lost, or not delivered to the said company, their presidents, factors, agents, or servants, at the ship's consigned port or ports abroad ; in such case the said part owners and master shall pay, or at the election of the said company, as aforesaid, allow to the said company out of the freight and demurrage to grow due by virtue of these presents, the full prime cost of such goods so lost and undelivered, together with thirty pounds for every hundred pounds on such prime cost ; except nevertheless, and it is hereby agreed, that no such payment shall be made if there happens to be an utter and inevitable loss of the said ship and cargo ; nor shall any other payment be made for such goods as shall necessarily perish, or be cast into the sea in the outward-bound voyage for the preservation of the ship and cargo, than by an average to be borne by the said ship, freight, demurrage, and cargo. And it is further agreed, that if it shall happen that any of the said goods laden on board the said ship, outward-bound, shall within thirty days after the delivery thereof be by the said company's servants, or any of them, declared to the master for the time being to be wet or damaged, and accordingly found so to be, that then the said part owners and master shall pay, at such

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Deals for
Dunnage.

No Freight to
be paid for Goods
stowed in the
Powder-rooms,
&c.

No Goods to be
shot loose in the
Hold.

Lugs not to be
cut off the
Bales.

Penalty.

Bales not to be
opened without
giving Notice.

Penalty.

Pepper not to be
shot loose
between Decks.

Penalty.

Goods lost or
undelivered out-
ward-bound to
be paid for with
£30 per cent.

Exceptions.

If Goods
damaged, how
to be settled.

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If homeward
Cargo lost or
undelivered,
what to be paid
for them.

If any wet or
prejudiced,

and the Com-
pany refuse
them,

how to be paid
for.

Pepper ex-
cepted.

What Sum the
Owners are to
pay for damaged
Goods.
[£3000 for a
Ship of 800
Tons.]

Damages to be
adjusted and paid
for in London
on Demand,
though the Ship
be lost.

Ship to make no
Deviation, and
the whole Cargo
to be delivered
into the Com-
pany's Ware-
houses.

consigned ports, the difference in value between such wet or damaged goods and such as are sound; which difference shall be adjusted by and between the master of the said ship for the time being and the said company's presidents or factors at such consigned ports, and in default of such adjustment and payment shall pay, or as aforesaid allow to the said company, the prime cost thereof, and moreover the damaged goods shall be and remain to the use of the said company. And if any of the homeward-bound cargo shall be lost or undelivered into the said company's warehouses at the said ship's arrival in England, except as above excepted, the part owners and master shall pay or allow to the company as aforesaid, the prime costs of such goods, and thirty pounds for every one hundred pounds on such prime costs as above. And if any of such homeward-bound cargo, when delivered into the company's warehouses in England, shall be found to be injured by assafoetida on board the said ship, or shall be found to be prejudiced, wet, or damnified, by any occasion or accident whatsoever, it shall and may be lawful to and for the said united company to refuse any such goods or merchandizes; and in such case the said part owners and master shall take and accept of the said goods so prejudiced, wet, or damnified, or such part thereof as the said company, their agents, servants, or assigns, shall refuse, to the use of the said part owners and masters; and as to all goods, except goods shipped in China, shall pay, or as aforesaid allow unto the said united company for the same, the respective sums which the said goods are invoiced at, with charges and all customs and duties, to be accounted and reckoned according to the invoice; and as to goods shipped in China, besides the said prime costs, duties, and charges, shall also pay thirty per cent. on such prime costs, which said several payments shall be valued at the current exchange allowed the company's covenant servants; and that in such several cases the said united company shall pay no charges of freight, or otherwise, for the said goods so prejudiced, wet, or damnified, unless in case of damaged pepper, which the said part owners and master are to allow the said united company for, at the current price such pepper, if sound, would be sold for here in London, and the said united company are to pay the freight and charges on such pepper as if the same were not damnified: Provided nevertheless, that the said part owners shall not be charged with any sum of money in respect of goods damaged on board the said ship, either in her outward or homeward-bound voyage, exceeding the sum of —, nor for any damage except such as shall, by the condition and appearance of the package thereof, or by some other reasonable proof, appear to be damage received after shipping the goods, any thing herein contained to the contrary thereof in anywise notwithstanding: Provided also, and it is hereby expressly agreed, that all damages to be made good or paid by the said part owners or master, in respect of wet or damaged goods, or of goods lost or undelivered outward-bound, pursuant to these presents, after the same shall be adjusted in manner herein-before prescribed, shall not be paid and made good in India, but shall be paid by the said part owners to the said united company in London, upon demand, upon their producing to the said part owners a true account of the adjustment in India of such loss or damage, although the said ship shall or may happen to be lost before her arrival at, or shall not return in safety to the port of London. And the said part owners and master do as aforesaid covenant and agree, that the said ship, having received in her lading, and the master his dispatches, shall depart from her last lading port, and (unavoidable danger of the seas excepted) shall, as wind and weather permit, sail directly and return without any deviation, other than what shall be ordered by the said company, or their agents or servants abroad, into the said river of Thames, without the port of the said city of London, and as near to the said city as she may safely arrive and come, and shall there anchor and ride by herself, and make a right and due discharge

into the said company's warehouses and possession, of all the goods and merchandizes that shall be laden and received into the said ship at any port or place in the East Indies, China, Mocha, or elsewhere within the limits granted and allowed to the said united company, or that the said ship shall take in on her homeward-bound voyage, either beyond or on this side the Cape of Good Hope, or on the high seas, or elsewhere, on account of the said united company, or for the account of any person whatsoever, excepting only such goods as shall be laden on board and consigned for the island of St. Helena, as herein-after is mentioned, and upon such discharge the said ship shall finish her intended voyage. And it is also agreed, that if the said ship, from any delay or impediment caused by the said company, shall not make such discharge within the space of ——— days, to be accounted from the day of the said ship's entry at the custom-house, then the said company shall pay and allow to the said part owners or master, five pounds a day for every day that such delivery shall be so delayed beyond the said ——— days. And it is further agreed, that if the said ship shall, in her homeward-bound voyage, touch at the island of Ascension; or if the said ship, touching at St. Helena, shall sail from thence in the night-season, without the leave of the governor and council, attested under their hands, the said part owners and master of the said ship for the time being shall pay, or, at the election of the said company, allow to the said company the sum of two hundred pounds sterling, out of the freight and demurrage to grow due by virtue of these presents; and if the said ship shall, in her homeward-bound voyage, without an inevitable necessity, touch at the island of Barbadoes, or at any other island or port in America, without particular orders in writing from the said company, or their presidents, agents, or chiefs, and councils, from whom he shall receive her last dispatch, then and in such case the said part owners and master shall pay or allow as aforesaid unto the said company, after the rate of ten pounds sterling a ton for every ton the said ship is hereby let for. And it is also covenanted and agreed, that (unavoidable danger of the seas excepted) the said ship shall not put into any of the Western Islands or Plymouth, or at any port of England or Ireland, or any other port or ports of Europe, unless the said master be so directed by the said company, or their court of directors for the time being, or some committee thereof, or by their presidents, agents, or factors. And in case the said ship shall put into any of the places aforesaid, contrary to the true intent and meaning of this covenant, the said part owners and master shall pay, or as aforesaid allow unto the said united company, the sum of five hundred pounds for every offence in putting into such places as aforesaid; and also the sum of ——— per day, for every day the said ship shall remain in such port, or shall lose by going in there, reckoning such loss of time from the time the said ship shall have departed from the ordinary track of her voyage to the river of Thames, to the time she shall regain that track again. And the said part owners and master do as aforesaid further covenant and agree to and with the said united company, that the master, chief and second mates of the said ship for the time being, shall respectively keep true and exact diaries and journals of the ship's daily proceedings, from her first taking in of goods in the river of Thames, to her return and discharge of her cargo in England, and of the wind and weather, and all remarkable transactions, accidents, and occurrences during the whole voyage: And furthermore, that the said master, chief and second mates of the said ship for the time being, shall each of them daily, duly, fully, truly, and in due course of time, register and enter into particular books for that purpose, true and perfect accounts of all private and other trade that shall be had or carried on, and of all goods, bullion, merchandizes, and passengers whatsoever, that shall be from time to time taken into or delivered out of the said ship, either in her outward-bound or homeward-bound voyage, or in the East Indies, China, Mocha, or elsewhere,

If Ship is not cleared within ——— Days by the Company's Neglect, then to pay £5 a Day till cleared.

If the Ship touch at Ascension homeward-bound, or sail from St. Helena in the Night without Leave. Penalty.

Or touch at Barbadoes, or elsewhere in America, without Orders. Penalty.

Nor in any Ports of Europe.

Penalty.

[£500, and likewise — per Ton per Day.]

Master, Chief and Second Mates, to keep Journals, &c. of Ship's Proceedings,

and also of every thing received into and delivered from the Ship.

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To whom the
said Accounts
are to be pro-
duced, and
Copies taken.

To be delivered
to the Company
on Oath, if
required.

Penalty.

No unlicensed
Goods to be car-
ried in the Ship,

or any Pas-
sengers, without
Leave.

or in her voyaging from port to port, until her return into the river of Thames, with the quantities, qualities, marks, and number of each parcel, for whose account, and of whom received, and to whom delivered, or to be delivered, and the names of the passengers and places they were taken in at, and where landed or delivered; unto which books, accounts, journals, registers, and diaries, not only the supra-cargoes on board the said ship, if any shall belong thereunto, shall and may have free access and resort to view and inspect the same, and take copies thereof, at their pleasure; but also the said master and officers shall produce the same to be inspected, perused, and copied, if necessary or required, by the president, agent, or chief factor of the said company in the East Indies, China, and other the limits aforesaid, at each and every port and place respectively where the said goods, bullion, and passengers shall be taken in, or laden or unladen, or landed, before the said ship shall depart from such port or place; and in case there be none of the said company's presidents or factors there, that then the said registers, journals, diaries, and accounts shall be (for the purposes aforesaid) produced at the next port or place to which the said ship shall proceed, and where any such president, agent, or chief factor shall reside or be; and upon the return of the said ship to England, the books in which such entries are made, or agreed to be made, as aforesaid, shall, together with the journals and diaries so to be kept by the master or mates, or purser or boatswain of the said ship for the time being, be delivered unaltered to the said company, upon the oath of the said respective persons so keeping the same, if required; and in case the said respective persons shall not deliver the same, and, if required, make oath before one of the masters of the court of chancery, that such books, journals, registers, diaries, and accounts, do respectively contain a true, full, and perfect account of the acts, proceedings, accidents, and occurrences aforesaid, and of all the bullion, goods, merchandizes, and passengers taken in and delivered out of the said ship as aforesaid, and that such books respectively have not been altered, that then it shall be deemed and construed that the said ship has deviated from her intended voyage, and taken in and traded with and for unlicensed goods; and in or towards reparation or damages to the said united company for and in respect thereof, the goods and merchandizes which otherwise would belong to the said master and officers, as an indulgence and encouragement to them to perform the covenants of this charterparty, as herein-after is mentioned, shall for failure of performing this covenant in particular, so far as concerns the offenders or defaulters respectively, be taken, retained, held, and enjoyed by the said company, to and for the use and behoof of the said company: And moreover, and until such delivery, it shall and may be lawful to and for the said united company to retain and keep to their own use the last moiety or half-part of all such freight and demurrage as shall be due or payable to the said part owners and master for the hire of the said ship by virtue of this charterparty; any thing herein contained to the contrary notwithstanding. And the said part owners and master do as aforesaid covenant and agree, that there shall not be laden or taken on board the said ship, by the said master, officers, or seamen of the said ship, or any of them, or any other person whatsoever, to be carried in the said ship for or towards the East Indies, or elsewhere within the limits granted or allowed to the said company, or to be carried from one port or place to another there, or to be brought from thence, or elsewhere, to or towards England, any greater or other quantities or kinds of goods, merchandizes, bullion, or effects, than what are for the said company's account, or expressly and particularly allowed by the said company, in writing, under their common seal; nor shall they, or any of them, carry or transport in the said ship to the East Indies, or elsewhere within the said limits, to stay there, or carry or suffer to be carried or transported from one port there to another, or bring home from thence, or from St. Helena, any person or persons but

the said ship's company, and such as are then actually in the said company's service, except by and with the especial orders or licence in writing of the said company, or their governors, presidents, agents, or chiefs; and if it shall appear that any goods, merchandizes, or persons have been carried in the said ship contrary to this agreement, such goods, merchandizes, bullion, and effects, and every part thereof, shall be deemed and accounted to be, and the same are hereby declared to be unlicensed goods, and the same shall be taken, held, and enjoyed by the said united company and their successors, as their own goods and chattels, and to and for their own proper use and behoof for ever; and moreover, the parties offending therein shall be subject and liable to such pains and penalties as any law or statute made in that behalf enacts or directs; and furthermore, it shall be lawful to and for the said company, and their successors, to retain to their own use and behoof fifty pounds sterling for every passenger or other person that shall be carried in the said ship contrary to this covenant, or the true meaning thereof. And it is agreed, and the said part owners and master do hereby consent, that the said company shall and may do all or any such acts as they shall think fit, for the preventing or discovering of all or any unlawful, unlicensed, or clandestine trade. And the said part owners and master do as aforesaid hereby covenant and agree, that the said master, or the master for the time being, or any the officers, seamen, or mariners of the said ship, or persons employed therein during the said voyage, shall not do or suffer to be done any act, matter, or thing against the act commonly called the act of navigation, or against any law or statute, laws or statutes of this kingdom, whereby or by means whereof all or any of the goods, wares, or merchandizes laden or to be laden on board the said ship shall or may, in part or in all, be or become forfeited, or liable to be forfeited or seized. And to the intent that the ship may be the better navigated and secured, and that justice may be done by the master for the time being to the seamen of or belonging to the said ship, and to the said company, it is agreed by the said part owners and master, that if any of the seamen, or others acting as such, in the said ship, shall happen to die before her arrival at, or during her stay in, or before her setting sail from the East Indies, or elsewhere within the limits aforesaid, or from St. Helena for England, that then and in such case the whole number agreed to be carried out in her from England shall, if procurable, be supplied by the master for the time being at the place where she shall take in her lading or elsewhere; or in default thereof, the said company's president, agent, or chief, or the governor of St. Helena, shall and may put on board such number of seamen, or other persons, as shall complete the said number to be brought for England, at the charge of the owners, and the company shall not be obliged to pay for any such person's passage or diet. And it is further covenanted and agreed as aforesaid, that it shall not be lawful for the said master, or the master of the said ship for the time being, or any other officer of the said ship, during this present voyage (directly or indirectly) to furnish any of the seamen of the said ship with any money, liquors, provisions, or necessaries, beyond the value of one-third part of what the wages of such seamen shall amount unto at the time of furnishing the same (excepting what they shall take up for dead men's clothes bought at the mast), nor for a higher profit or advantage on such monies, liquors, or provisions, or other necessaries, than after the rate of forty pounds for every hundred pounds advance in time of peace, and seventy pounds for every hundred pounds in time of war, upon their real prime cost; and in case any money, liquors, provisions, or necessaries shall be furnished above the said third part, including the said profit thereon, or shall be charged at a greater price than as aforesaid, no deduction shall be made for the same from the pay of the said seamen for the excess; but contrary-wise it shall be lawful for the said united company to retain the exceedings out of the freight

Penalties.

Company to do what is necessary to prevent unlawful Trade.

Covenant not to do any thing against the Act of Navigation.

Ship to have her Complement of Men during the Voyage.

How far, and at what Rates Seamen to be supplied during the Voyage.

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Paymaster to be appointed by the Company, and Owners to pay Seamen's Wives, &c. one Month's Wages in Six.

And in default what Advance to be thereon. [30 per cent.]

Master to deliver the Paymaster an Account of what is due to the Seamen.

Master to have the use of the great Cabin; unless for the use of the Company's Servants, &c.

What to be carried out for extraordinary Expenses in the Voyage.

Penalty for Neglect, or on Money advanced.

Allowance of Tonnage to Master and Ship's Company out, home, and in India.

and demurrage hereby payable, and to apply the same to the use of Poplar Hospital. And it is further agreed as aforesaid, that it shall be lawful to and for the said company to provide such paymaster of the wages of the seamen as they shall think fit; by whose hands the said part owners agree that they will, at the end of each six months after the ship's departure from Gravesend, duly pay unto the wives or relations of the seamen serving in the said ship, and duly authorized thereunto, one month's pay of their wages during the whole voyage (for whose good behaviour in that particular the said Company agree to be security); and in case of default of such payment as aforesaid, it shall be lawful for the said united company to make payment thereof: And the said part owners and master shall pay, or as aforesaid allow unto the said united company, out of the freight or demurrage of the said ship, the money so paid, and ——— pounds for every hundred pounds advance on all such money so disbursed by them, for and in consideration of the risk of the ship's return for England. And it is further agreed, that the said master, or the master for the time being, shall deliver to the said paymaster a fair and just account of the wages due to the officers and seamen of the said ship for this present voyage, according to a form in writing, to be delivered unto the said master by the said company's paymaster for that purpose; and the said paymaster shall pay the wages due to the said officers and seamen, in such place and manner as the court of directors of the said company for the time being shall appoint, and not elsewhere, or otherwise. And the said company agree to give security for the said paymaster, that such monies as shall be advanced and paid to him by the part owners of the said ship for wages or impress money, shall be by him paid for those purposes. And to the intent that the master, officers, and mariners of the said ship may have and receive from the said company all fitting encouragement and reward for the due keeping and performing the covenants in this charterparty on their part to be performed, and upon condition of performing the same, it is agreed, that the master of the said ship may have the use of the great cabin, unless it be for the accommodation of any of the factors of the said united company, or such others as the said company, their presidents, agents, or factors, shall appoint thereunto: And moreover, that the said part owners and master of the said ship shall send out or carry in the said ship the value of five hundred pounds sterling in foreign coins or bullion (the same being first weighed in and passed through the said company's bullion office), to be made use of for the supply of the said ship's extraordinary occasions in India, and in her outward voyage, but the same is not to be employed in trade; and in case they shall neglect to carry out foreign coins or bullion to such amount as aforesaid, they shall pay to the said united company twenty pounds per cent. on such sums as they shall neglect to send out; and if, by means of such neglect, they shall be obliged to make use of any property belonging to the said united company, or to draw any bill or bills upon, or require any advance of money by the said united company, or their servants or agents, then and in such case, for all such property so made use of, or for such bill or bills drawn upon or money advanced by the said united company, or their servants or agents, the said owners shall pay to the said united company at and after the rate of twenty pounds per cent. over and above the before-mentioned twenty pounds per cent., and over and above the amount or value of the property used, or money drawn for or advanced as aforesaid. And as a further encouragement and reward, and upon condition of performing the covenants herein, it is further covenanted and agreed by and between the parties to these presents, that the said master, officers, and ship's company, shall be allowed to carry in the said ship, freight free, for their own accounts only, and not for the account of any other person whatsoever, the quantity of ——— tons outward, and of ——— tons, if the said ship shall proceed from port to port in the East Indies, or elsewhere within

the limits aforesaid, and no more, and also ——— tons homewards, of such goods, effects, and commodities only, and of such values, as shall be allowed by licence under the seal of the said company, and no more: Provided nevertheless, that the goods purchased and brought home in the said ship's return-voyage be wholly and entirely delivered into the said company's warehouses and possession, to be viewed at the said ship's return, and to be sold by the said united company publicly, by inch of candle, the produce whereof (the customs and duties payable to the crown, and the duties and other charges usually payable on such respective goods and commodities to the said united company being deducted) shall be paid to the persons respectively to whom the same shall of right belong, upon their making due proof (upon oath, if required), that the said goods were the proper goods, and brought over in the said ship for the proper account of the master, officers, and seamen of the said ship, or some of them, according to such licence or allowance, as is or shall be given them by the said united company, and not otherwise. And it is further agreed, that whatsoever goods shall, by the direction of the said company's agents, presidents, or factors, be shot loose in the hold of the said ship, the tonnage thereof shall be reckoned in or after such manner or rate as when the same are packed up: And that eight hundred weight net of China raw silk in chests be accounted a ton; and that ten hundred weight net of bohea, and eight hundred weight net of green teas be accounted a ton; that the tonnage of all China and lacquered ware, and of all other measurable goods, of which the tonnage is not herein-before or hereafter settled, be computed at fifty cubical feet to the ton, measuring the tubs, chests, or other package of such goods from outside to outside, and reckoning and accounting twenty hundred weight of canvass to the ton, and all other the tonnage of other goods, according to the computation of tonnage used by the late governor and company of merchants of London trading to the East Indies, and not otherways; and the tares according to the usual allowance and settlement made or practised by the said united company; and it is agreed, that the ——— tons of iron kintledge aforesaid be accounted and taken as part of the said ——— tons, for which the said ship is so let as aforesaid. And it is also covenanted and agreed by and between the parties to these presents, that notwithstanding the said ship is let to freight but for ——— tons, yet the said united company, their factors or assigns, and they only, may (if they think fit, and not otherwise) lade what more they please, if the said ship be capable to take it in, paying to the said owners freight for the same according to the tonnage aforesaid and the rates hereinafter mentioned: And as touching the freight to be paid or allowed by the said company, it is agreed, and the said united company for themselves and their successors, do covenant, to and with the said part owners and master, that they the said united company and their successors shall and will, in case and upon condition that the said ship performs her voyage and arrives at London in safety, and the said part owners and master do perform the covenants on their part to be performed, and not otherwise, well and truly pay or allow, or cause to be paid and allowed, unto the said part owners in London, at the times hereafter mentioned, and not before, or otherwise, freight for and upon every ton of goods that shall be brought home in the said ship for account of the said company, to the said port of London, except the privilege goods of the said master, officers, and ship's company, not exceeding ——— tons; as followeth; that is to say, for all goods loaded in the said ship at any place on the coast of Coromandel and Bay of Bengal, the sum of ——— pounds of lawful money of Great Britain for every ton; for all goods loaded at Bombay, Surat, at any place on the Malabar coast, or at Mocha, the sum of ——— pounds of like lawful money for every ton; for all goods loaded at any place on the coast of Sumatra, except in such ships as have first, by order of the said united company, proceeded and

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Tonnage of Goods.

China Raw Silk and Tea.

China and lacquered Ware, and other measurable Goods.

Canvass, and other Tonnage.

Iron Kintledge.

Company has liberty to load more than the Ship is let for, if they think fit.

Freight for Coast and Bay;

Bombay and Malabar Coast; Coast of Sumatra;

Vol. III. Ch. IX.	touched at Bengal, the sum of ——— pounds of like lawful money for every
China.	ton ; for all goods loaded at any place on the coast of Sumatra, in ships that have first, by order of the said company, proceeded to and touched at Bengal, the sum of ——— pounds of like lawful money for every ton ; and for all goods shipped at China, the sum of ——— pounds of like lawful money for every ton ; and after the said respective rates for any greater or lesser quantity than a ton, to be computed as aforesaid : Provided nevertheless, and it is further covenanted and agreed by and between the parties to these presents, that for every ton of iron kintledge that the said ship shall carry out or bring home in her, by the appointment of the said company, the said company shall pay or allow the same freight per ton for the said kintledge as shall be payable for goods loaden on board the said ship at her last lading port in India or China : And that it shall be lawful for the said united company, their presidents, agents, or factors, to lade on this ship ——— tons, in arrack, sugar, rice, cloth, or any other provisions or necessaries, for the uses of the island of St. Helena, for which the said part owners and master shall be allowed only one-half freight, which said provisions and necessaries (in case the master shall think fit) shall be laden between decks, or in the lazaretto, or any other vacant place in the ship : Provided further, that if the said company, their agents or factors, shall load any quicksilver on board this ship, it shall be accounted and paid for at half-freight only, and the same shall not be deemed any part of this ship's charterparty tonnage. And to the end the tonnage of the said ship and the freight hereby payable may be the better ascertained, it is hereby covenanted and agreed by and between the parties to these presents, that no claim shall be admitted or allowance made by the said united company for short tonnage or deficiency in loading the said ship, in or for her homeward-bound voyage, unless the same shall be certified by the said company's presidents, agents or chiefs, and councils, or supracargoes, from whence she shall receive her last dispatch, which certificate the said presidents, agents, or chiefs, and councils, or supracargoes respectively, shall give to the master for the time being, if reasonably demanded ; and also unless such short tonnage be found and made to appear on her arrival in the river of Thames, upon a survey to be taken by four shipwrights, or others, to be indifferently named and chosen by the said united company and the said part owners of the said ship ; but no such survey shall be taken, or allowance made, in case bulk should be found to have been broken before demand for such short tonnage is made : Provided further, that for all goods loaden on board this ship in the East Indies, or China, over and above the charterparty tonnage, the said company shall pay to the said part owners only half the peace freight for all exceedings : Provided also, and it is hereby agreed, that it shall be lawful to and for the said company to send out and bring home, or to have carried out and brought home, to or from the said East Indies, or elsewhere within the limits allowed as aforesaid, in the said ship, ——— factors, or other persons, who shall have the use of the great cabin, and the said ship's ordinary diet, lodging, and accommodation, without any allowance to be made to the said part owners for the same ; and may likewise send, or cause to be sent out or brought home, any other person or persons, exceeding the ——— before-mentioned, and the said company shall allow or pay unto the said part owners and master, the sum of ——— sterling for the diet and accommodation of every person so carried out or brought home in the said ship to or from the East Indies, as aforesaid. And it is further agreed, that the part owners and master of the said ship shall not demand or take of any person licensed by the said united company to take passage on board the said ship to the East Indies, China, or elsewhere, for fresh provisions to be allowed such person in the outward-bound voyage, or for the passage and accommodation of such persons, any greater sum or sums of money, or other gratuity or
For Iron Kintledge.	
Arrack and Stores for St. Helena.	
£1 per Cent.	
Quicksilver.	
Claims for short Tonnage home-wards not to be admitted unless certified ; nor unless such short Tonnage shall be found on Survey.	
No Survey to be taken if Bulk has been broken before Demand. One-half Freight for Surplus Tonnage.	
Liberty to put Factors, &c. on board out and home, [Two] free of Charge.	
What to pay for other Passengers.	
Not to receive more for fresh Provisions than allowed by the Court of Directors.	

consideration, than the respective sums allowed, or which from time to time shall be allowed by any orders or regulations of the court of directors of the said united company; and if any thing shall be done contrary to such orders and regulations, the said part owners and masters shall pay the penalties and forfeitures thereby inflicted or to be inflicted for the breach thereof: And that the said master, or the master of the said ship for the time being, shall receive on board the said ship all such passengers, merchants, and others, as the said company's presidents, agents, or chief factors and council there, by writing under their hands, or the hands of the majority of them, shall appoint and direct to take their passage from one port to another, within the limits aforesaid, and transport them accordingly, providing them fitting lodging and room for their provisions during their continuance on board: Provided always, that all such passengers, merchants, and others, shall first contract and agree with the said president, agent or chief factor, and council, at the respective places where they shall take shipping, what they and each of them shall allow and pay for their said transportations, lodging, and room for their provisions; all which sum and sums of money so agreed for, or which the said passengers shall pay, shall wholly be made good and applied to the use of the said united company, and no part thereof to the use of any others whomsoever. And the said part owners and master do as aforesaid covenant, that all and every the passengers that shall at any time be taken on board the said ship from or to England, or carried from port to port in India, shall be civilly and kindly treated and used. And in case any of them shall be abused, assaulted, imprisoned, or ill-treated, the said part owners and master shall for every such offence forfeit to the said company the sum of £50, to be paid, or, at the choice of the said company, allowed to the said company out the freight and demurrage hereby payable. And it is also agreed by and between the said parties to these presents, that all passengers received on board the said ship, and carried from one side of India to another only, shall be reckoned and accounted for, in regard to tonnage, at the rate of four passengers to the ton. And in case any monies, bullion, diamonds, or any other precious stones, musk, ambergrease, for account of other persons authorized or licensed thereunto by the said company, or their servants, shall be carried from port to port in the East Indies, or elsewhere within the limits of the said united company's charter, all the freight due for the same shall be paid, for the use and account of the said company, unto their presidents, agents, or chiefs, and councils there, out of which the said master shall be allowed one-fourth part for his care and pains in looking after and preserving the same, so as he may make a faithful and speedy discovery, upon oath, if required, of the whole so put on board the said ship, and carried from port to port as aforesaid, together with the names of the persons unto whom the same belong, and to whom and when and where delivered; but if he conceals any part thereof, in such case no allowance shall be made him. And to the end that justice may be done, both to the said united company and the part owners and master of the said ship, in case the said ship is stayed or detained by any restraint or embargo by his majesty, his heirs or successors, it is agreed by and between the parties to these presents, that if by reason of any such embargo or restraint from his majesty, his heirs or successors, or his or their council, secretaries, ministers, or officers, the said ship shall be stayed from proceeding on her intended outward-bound voyage, it shall be in the said united company's power to annul this agreement, and all the covenants and clauses therein contained, and to make and declare the same void, upon notice given by the said company, their agents or servants, to the said part owners and master, or any of them, for that purpose; and that upon such notice these presents shall be null and void; but in such case the said company or their successors shall allow and pay to the said part owners and master two-thirds of the daily

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Penalty.

Liberty to put on board Passengers from Port to Port.

Such Passengers first agreeing with the Presidents, &c. abroad.

Passengers to be civilly treated, under a Penalty.

Tonnage of Passengers from Port to Port.

Freight of Diamonds, &c. in India to be paid for the Company's Use, allowing the Master One-fourth for his Care; if he discovers the whole on board.

In case of an Embargo,

the Company may annul this Charterparty.

On what Condition.

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What Allow-
ance to make
if they do not.

Ship to be laden
home in [Four
Months] after
her Arrival.

When Demur-
rage to com-
mence.

[Additional De-
murrage during
War, 1d. per Ton
on Chartered
Tonnage.]

[2d Ditto.]

[3d Ditto.]

No higher De-
murrage to be
allowed. ■

demurrage hereby agreed to be paid to them, which said payment shall be in full satisfaction for the said company's share of the said ship's victuals and wages, from the time of such embargo to the time of such notice given as aforesaid; and in case the said united company shall not give any such notice, but shall be willing that this charterparty shall stand and remain in full force, that then and in such case the said company shall, at the return of the said ship, allow or pay to the said part owners the said two-thirds of the said demurrage per day, for the expence of the said victuals and wages during the time of the said ship's being so embargoed or detained; any thing aforesaid to the contrary notwithstanding. And to the end the said ship's detention and stay in India, and her demurrage for the same, if any shall happen during her present intended voyage, may be ascertained, it is covenanted and agreed by and between the parties to these presents, that within _____ months next after the said ship's arrival at her first consigned port in the East Indies, China, Mocha, or elsewhere within the limits granted or allowed to the said company, and notice given in writing of her arrival to the said company's president, agent, or chief factor there, the said united company shall and will lade or cause to be laden on board the said ship, at some ports or places in the said East Indies, China, or elsewhere within the said limits, for England, so much goods and merchandizes (including therein the said _____ tons of iron kintledge) as the said ship can conveniently stow and carry in her, in manner as aforesaid, as shall amount in the whole and together to the quantity of _____ tons; but in default of loading the said ship within the space of _____ calendar months after such arrival, and notice given as aforesaid, the said ship shall from thenceforth enter into demurrage of _____ a day, for so long time as she shall be detained in India, China, or elsewhere within the said limits, in the service of and employment of the said company, which detention shall not exceed the eleventh day of February which will be in the year of our Lord one thousand eight hundred _____: Provided always, that in case the said ship shall be dispatched to any place within the said united company's exclusive limits, other than to China direct, then and in such case, if the said ship shall become entitled to be paid for upwards of three calendar months demurrage, for detention within the said limits, beyond the several times from which, under and by virtue of these presents, she is to enter upon demurrage for her detention in India, then from the expiration of such three months the said part owners shall be paid an additional demurrage of _____ a day, to commence from the expiration of such first three months; and in such case as aforesaid, if the said ship shall become entitled to upwards of six calendar months' demurrage, for detention within the said limits, then from the expiration of such six calendar months the said part owners shall be paid a further additional demurrage of _____ a day, to commence from the expiration of such six months; and in such case as aforesaid, if the said ship shall become entitled to upwards of eight calendar months' demurrage, for detention within the said limits, then from the expiration of such eight calendar months the said part owners shall be paid a still further additional demurrage of _____ a day, to commence from the expiration of such eight months; and such three several additional demurrages shall be computed from the times which they are respectively to commence, and shall continue respectively for so long time as the said ship shall be detained in India or China, or elsewhere within the said limits, in the service and employment of the said united company: Provided always, that the said several additional demurrages last herein-before mentioned, or any of them, shall not be payable for any detention whatever of the said ship, if she shall be consigned to China direct, nor shall the said several additional demurrages, or any of them, be payable, in any case, for any detention of the said ship in any part of Great Britain or Ireland, or in False Bay, or elsewhere to the westward of

the Cape of Good Hope, or for any time which the said ship may take up in performing her homeward-bound voyage, or in any case other than for detention within the said company's limits, previous to her being dispatched on her homeward bound voyage; nor attach but in a state of actual war, and to admit no further increase after the highest rate herein mentioned. Provided always, and it is hereby expressly covenanted and agreed, that if the said ship shall be dispatched to England, in any year, from the respective places hereinafter named, between the respective times hereinafter mentioned (which are hereby declared to be unseasonable times of dispatch) to wit, from Bengal, between the tenth day of March and the first day of October, for Europe; the twenty-fifth day of September and the twentieth day of November, for the Coast; from the coast of Coromandel, between the tenth day of October and the first day of December, and the fifteenth day of April and the first day of August, for Europe; from Bombay, between the fifteenth day of April and the first day of August, for Europe; from the coast of Malabar, between the first day of May and the tenth day of September, for Europe; from China, between the first day of March and the fifteenth day of November, for Europe; and shall not be detained at Saint Helena, or any other port for convoy, as hereinbefore mentioned, then the company shall allow to the said part owners or master, demurrage, after the rate of ——— a day, for so many days above six calendar months as the said ship (all possible expedition and diligence being used by the said master and crew in the said voyage) shall be in making her passage to the Downs, deducting therefrom so many days as the said ship shall remain at any port that she may touch at in Great Britain or Ireland, so as such demurrage does not exceed one hundred and twenty days in the whole: And moreover, that the said owners shall not be responsible or accountable for any damage that may happen to the said homeward-bound cargo, occasioned by such late dispatch as aforesaid: Provided also, and it is hereby declared and agreed by and between the said parties to these presents, that in case the said ship being consigned to Bombay, shall not receive her last dispatches for the said outward-bound voyage before the first day of May next ensuing the day of the date hereof, and by reason thereof the said ship shall not (all due diligence being used) gain the inward passage to the said island of Bombay, that then and in such case the said ship's demurrage for her detention in India, hereby agreed to be paid, shall commence at the end of ten months from the time the said ship shall have received her last dispatches for her departure from England (whether the said ship shall have then arrived at her port of discharge in India or not) instead of the time hereinbefore stipulated for the commencement of such demurrage; and the said company shall also in the last-mentioned case, pay to the said owners and master the sum of ——— a day for each passenger, for all the time from and after the end of six months, from the day the said ship shall have received her last dispatches for her departure from England as aforesaid, until the time the said ship shall actually arrive at her port of discharge in India, any thing herein contained to the contrary thereof notwithstanding. And it is hereby declared, covenanted, and agreed by and between the parties to these presents, that in case the said ship shall proceed from the Downs for the island of St. Helena, by order from the said company (such order to be given in writing), and there discharge and put on shore such goods and merchandizes as shall be loaden on board her by the said united company, which shall be consigned to the governor and council of the said island of Saint Helena, as also her passengers; then and in such case, for the said deviation, the said part owners and master shall be allowed six weeks demurrage, after the rate of ——— a day, and the like demurrage for all the time she shall be detained there on account of her unloading beyond ——— working days, and for all soldiers

If the Ship is dispatched after the Times here inserted

then to have Demurrage after Six Months.

Such Demurrage not to exceed 120 Days, and Owners not to be answerable for Damage for the Homeward Cargo occasioned by the late Dispatch, unless the Damage shall have happened from bad Weather, Accidents, &c.

Ships for Bombay, not dispatched before the 1st May, and not gain the Inner Passage, when to commence Demurrage:

Also pay ——— a Day for each Passenger above Six Months, until the Ship arrives at her Port of Discharge.

Ships bound to St. Helena to be allowed Six Weeks Demurrage,

and Demurrage beyond ——— working Days,

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Passengers £—
a head.

[Five-eighths of
Passage to In-
dia.]

Demurrage in-
curred before
Ship's Depart-
ure, exceeding
20 Days, to be
paid.

Demurrage for
Ship's Detention
at St. Helena
for Convoy.

No Demurrage
to be paid for
Time taken in
repairing the
Ship.

Except, &c.

No Freight or
Demurrage to be
paid till the Ship
is safe arrived in
the River.

and passengers carried to the said island — a head : Provided also, and it is hereby further agreed, that in case at the time of the said ship's departure from England on her said outward voyage there shall have accrued due to the said part-owners and master more than twenty days demurrage, then and in such case the said united company, immediately after the said ship's said departure from England, shall pay to the said part-owners and master all the demurrage accrued due to them before such said ship's departure, over and above twenty days : and the said twenty days demurrage shall remain to be paid at the same time and on the same conditions as the said ship's freight is herein made payable, and not otherwise : Provided also, that if the said ship shall, by written orders from the said company, be detained at St. Helena or any other port, to stay for convoy, in such case the said company shall allow the said part-owners and master the said demurrage of — a day, before agreed on, for every day she shall be so detained ; but no allowance shall be made to the said part-owners or master on account of the said ship's keeping company with any other of the company's returning ships ; nor shall the said company allow or pay any demurrage for the time the said ship shall take up in amending any defects, except as hereinafter is mentioned, (that is to say) if the said ship shall be employed by the said company in warfare, and shall receive any damage in offensive service against an enemy, then and in such case no deduction from the said demurrage shall be made for any time absolutely and necessarily lost by repairing the said damage arising in such offensive service ; and further, if by the time taken up in repairing any defect in the said ship she should exceed the times of a seasonable dispatch, and it shall thereby become necessary to dispatch her within the unseasonable times hereinbefore mentioned, the said company shall in such case pay no demurrage for such time so lost by repairing or amending any such defects, or for her passage to England, exceeding six months, and the owners shall be answerable for all damage in like manner as if the ship had been dispatched in due time : Except and provided nevertheless, and it is hereby agreed, that if the said ship be detained in the company's service longer than the said eleventh day of February, which shall be in the year one thousand eight hundred and —, and by reason thereof shall have need of being repaired, that then the said company shall pay or allow demurrage after the rate aforesaid, for every day the said ship shall be so repairing, so as the same do not exceed thirty days ; and it is hereby agreed, that all such demurrage as shall arise by the said ship's detention at, or in the service of the said united company, by any order or default of the said company's presidencies of Fort William in Bengal, Fort St. George, and Bombay ; then and in such case, if the commander of the said ship for the time being shall require the same in writing, such demurrage shall be paid at such of the said presidencies where the same arose, at such rate of exchange as the advances of two hundred pounds per month, for the said ship's expences in India, are hereby agreed to be paid : Provided nevertheless, and it is hereby agreed, that in case the said ship does not arrive in safety in the river of Thames, and there make a right delivery of the whole and entire cargo and lading on board the said ship as aforesaid, the said company shall not be liable to pay any of the sums of money hereinbefore agreed to be paid for freight and demurrage, except as hereinbefore is mentioned, nor shall the said company be subject to any demands of the said part-owners and master, for or on account of the said ship's earnings in freight voyages for the said company, or on account of any other employment ; any law, usage, practice, or custom to the contrary thereof in anywise notwithstanding : Howbeit it shall be lawful for the said part-owners and master to detain to their own use all the impress money agreed to be paid them at Gravesend as aforesaid ; and also such demurrage as is hereinbefore agreed to be paid on the said ship's departure from England ; but if the said ship do arrive in safety, and make

such delivery as aforesaid, then it is hereby agreed, that all the freight and demurrage which shall grow due according to the terms and conditions of this charterparty as aforesaid, shall become due and payable, and be paid in manner following, and not before or otherwise, (that is to say), so much thereof as shall be necessary to pay the wages remaining due to the said master, officers, and seamen of the said ship, shall be paid immediately after the said right, full, and true discharge, into the said company's warehouses and possession, of all the goods and merchandizes that have been laden aboard the said ship at any port or place in the said East Indies, China, or elsewhere, for England, during this voyage, or on any account whatsoever, a certificate of such clearance, and of the amount of such wages being first presented to and laid before the court of directors of the said united company; and as to the remainder of the said freight and demurrage, the same being estimated and divided into two equal parts, one moiety or half-part thereof shall be paid within thirty days next after the said ship's clearance, and the other moiety or half part (except the sum of two thousand pounds) ninety days next after the said clearance; and the said sum of two thousand pounds shall be paid as soon as the said ship's account of freight and demurrage shall be made up and settled, or so soon after either of the said times as the said owners shall demand the same: Provided nevertheless, and it is hereby covenanted and agreed, by and between the parties to this charterparty, that it shall and may be lawful to and for the said united company to deduct out of the freight and demurrage, which shall grow due to the said part owners and master, two shillings a ton on the said ——— tons, and to apply the same to the use of the said company's hospital at Poplar; and the said part owners and master do hereby agree to allow the same accordingly: Provided also, and it is hereby further agreed, that it shall and may be lawful to and for the said company to postpone the payment of the two moieties or half parts hereinbefore mentioned, as they shall think fit, not exceeding double the times hereinbefore stipulated for the payment thereof respectively; and in such case the said company shall accept bills for the respective sums payable at such extended times, with interest at the rate of five per cent. in time of war, and four per cent. in time of peace, and interest at those rates shall also be paid on the said sum of two thousand pounds from the end of the said ninety days until the same shall be paid, which shall not exceed twelve months from the ship's clearance: Provided always, and it is hereby covenanted and agreed, that during the said ship's stay in India or China, the said company's presidents, factors and agents, shall have liberty to employ her in trade and also in warfare, or otherwise howsoever; and shall have liberty to let out the said ship to freight for the said company's sole benefit, for so long time as they please, not exceeding the said eleventh day of February one thousand eight hundred and ———; but after the said eleventh day of February one thousand eight hundred and ———, the said ship may return for England, and the said company shall not be liable for any further demurrage, or any damage that may accrue by her detention after that time; and in case all or any part of the said ship's lading shall, after the said eleventh day of February one thousand eight hundred and ———, be wanting, yet the said company do agree, that the said ship may then return for England, the master having first made legal demand thirty days before his coming away and due protest, for want of the said lading: And furthermore, it is agreed, that if the said ship shall arrive at her first consigned port in the East Indies or China, then the said united company, their presidents, agents, factors, or assigns, shall, over and above the value of the said ——— pounds sterling before-mentioned to be allowed and covenanted to be carried out, supply unto the master of the said ship for the time being, by way of impress for buying victuals or other necessary provisions for the said ship, the sum of two hundred pounds sterling for every calendar month, and so

and then to be paid in Moieties.

Deduction for Poplar Hospital.

[On Contract Tonnage]

Ship may be employed in Trade and Warfare, and to let her to Freight.

Ship may return to England after limited Time, giving Notice and Protest.

Master to be supplied with £200 per Month whilst in India or China.

Vol. III. Ch. IX. in proportion for a lesser time than a month, for so long a time as the said ship shall remain in India or China, the same to be computed from the time of the delivery of the said united company's dispatches to their president and council or supracargoes, at the said ship's first consigned port in India or China, and to continue until the said ship shall be dispatched from her last port in India or China, to return to Europe; which said payment shall be made monthly and every month, in Spanish dollars, pagodas, rupees, or other coins, as the said united company or their presidents and councils and supracargoes shall think fit, to be reckoned, received, and taken at the rates hereinafter mentioned; (to wit), Spanish dollars at five shillings each, Madras pagodas at eight shillings each, Bengal current rupees at two shillings each, Bombay rupees at two shillings and three-pence each, and other coins in proportion, according to the respective values thereof; which said monies so to be supplied for the use of the said ship to India or China as aforesaid, shall be allowed the said united company, and by them deducted out of the freight and demurrage which shall become due and payable by virtue of these presents. Provided always, and it is hereby agreed, that if the said part owners and master of the said shall or do, by their own neglect or default, fail in the performance of all or any the covenants on their part to be performed before the ship's last departure from England on her outward-bound voyage, that then and in such case it shall be lawful to and for the said united company, upon notice in writing given to the said part owners and master, or either or any of them, to determine this present charterparty, and all and every the clauses and covenants therein (this proviso and the clauses and covenants hereinafter contained for re-delivering to the said company their goods, and for making satisfaction for their damages sustained, and money advanced, only excepted); and it is hereby declared, that upon such notice so given, these presents (except as before excepted) shall be null and void; and in such case the said ship shall forthwith come, as near as it safely can, to London, and unlade, and re-deliver to the said company all such goods and commodities as the said company may or shall have laden on board, and restore, return, and pay to the said company all such monies as shall have been imprest or paid to the said part owners and master, or on their or the ship's account; and shall moreover satisfy and answer to the said company all such damages as they shall or may sustain by reason of their having loaded the said ship, or by reason of the breach of all or any of the covenants on the part of the said part owners and master to be performed, or otherwise howsoever. Provided, and it is hereby agreed by and between the parties to these presents, that in case the said ship shall, by order of the said united company or the said court of directors, or some committee thereof, or for the necessary refreshment of the mariners of the said ship, or of the soldiers who shall be passengers on board the same, put into any port or place, ports or places in the said outward-bound voyage, that then and in such case the said part owners and master shall be allowed by the said united company after the rate of ——— for each such passenger, for each day the said ship shall necessarily remain at any of the said ports or places; and also the further sum of ——— per day, on the same account, previous to the ship's departure from her last port in England; but nevertheless such allowance shall not be made unless it shall be made appear to the said court of directors, or some committee thereof, that the said ship necessarily put into and remained at such port or place for such cause or purpose as aforesaid. And it is also agreed, that the said united company, or their agents, shall pay and allow to the said part owners and master in England, the sum or value of £—— sterling, for each passenger who shall be ordered on board this ship by any of the said united company's agents or servants, from any of the said company's settlements or places of trade in the East Indies. And it is further covenanted and agreed, that in case

The master of the said ship shall in the course of the said outward or home-ward-bound voyage, draw any bill or bills of exchange upon the said united company for the payment of any sum or sums of money borrowed or taken up by the said master at the Cape of Good Hope, or at Batavia, or elsewhere (other than and except such sums of money as shall be advanced by the said company's agents or servants abroad for the said ship's use, and which shall continue to be valued in manner before mentioned), that then and in such case, and as often as the same shall happen, they the said part owners, upon notice of every such bill and bills, shall and will, from time to time, and before every such bill shall become due, pay into the treasury of the said united company the full amount of every such bill and bills, in order to enable the said united company to pay and duly discharge the same and every of them; and in default of the said part owners making such payment into the said united company's treasury as aforesaid, it shall and may be lawful to and for the said united company to pay and discharge every such bill and bills when and as the same shall become due; and they the said part owners shall and will, within ten days after the payment of every such bill and bills, well and truly pay or cause to be paid unto the said united company the full amount of every such bill and bills, together with interest for the same, after the rate of four pounds for every one hundred pounds by the year, to be computed from the day of the said company's advancing and paying each and every such sum and sums of money as aforesaid, and until the same, and every of them, shall be fully paid unto the said united company, notwithstanding the said ship shall or may happen to be lost in the said voyage, and shall not return to the port of London. And it is hereby further agreed, that in case any of the seamen of the said ship shall be employed in the service of the said united company on shore in India, upon the requisition and by order of any of the said united company's presidents and councils, and shall not be returned to the said ship in due time, whereby the said part owners and master shall be put to the expence of hiring Lascars for the service of the said ship, then and in such case the said united company, over and besides the said freight and demurrage, shall pay the extraordinary expence (if any) the said part owners and master shall be put unto, in hiring and employing Lascars in the service of the said ship: Provided always, that the said united company shall not be liable to pay for the expence of supplying the place of any seamen who shall die on shore, or shall desert the service of the said company, or run away from, neglect or refuse to return to the said ship. And it is hereby further agreed by and between the said parties to these presents, that in case the said ship shall be ordered by the said united company in writing to proceed to the island of Madeira, in her outward-bound voyage, she shall proceed there accordingly, without any charge to the said company, so as her detention there by the said company shall not exceed ten working days, and shall there take in such wines as shall be tendered to be put on board by order and for account of the said company, and shall deliver the same as the said company shall direct: Provided also, that nothing in this charter-party shall enable or be construed to enable the said company to employ the said ship in the service of any other person or persons than the said company to the northward of the Line, and not within the limits of the company's charter, without the consent of the owners first obtained for that purpose. And it is hereby further agreed, that the said part owners and master, as well during the present voyage as during the time which the said ship shall continue in the service of the said united company, shall conform to and abide by all the rules and regulations which, for the time being, shall be established by the said united company, or their court of directors, respecting the ship's commanders and officers in their service, or any matter relating thereto. And it is hereby further declared and agreed by and be-

Company to be repaid Bills of Exchange, with Interest, though the Ship be lost.

Company to pay for the Hire of Lascars in the room of Seamen employed in India.

Exception.

Ship to call at Madeira for Wine free of Expence, if not detained above ten working Days.

Nor to be employed to the northward of the Line.

Owners and Commander to conform to the Rules and Regulations of the Company.

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Allowance for
War Contingencies.

[Contract
Tonnage.]

Expences on
Lascars to be
paid by the
Company.

Times of Pay-
ment of War
Contingencies.

[One Pound Ten
Shillings in part
of Six-sevenths
of Contingencies.]

[Remainder of
Six-sevenths of
ditto.]

[Remaining
One-seventh of
ditto.]

Payments to be
in full.

Deduction in
case of Loss,
previous to being
fully equipped,
&c.

Allowance to be
made to the
Company in case
of Peace.

tween the said parties to these presents, and the said united company, for themselves and their successors, do covenant to and with the said part owners and master, that they the said united company and their successors shall and will pay or allow, or cause to be paid or allowed, to the said part owners in London, over and above the several freights and payments herein-before agreed to be paid and made, the sum of — per ton, to be computed on the said — tons for which this ship is freighted, for the difference of the war expences of the outfit of the said ship, the difference of the war premium of insurance, additional expences in clearing homewards, and the new convoy duty, and every other contingency and expence whatsoever, arising from the war; and also that the said united company shall take upon themselves the expences of maintaining in England such Lascars, or other seamen, natives of India or China, as shall be necessarily hired and brought to England to supply the places of seamen who shall happen to be pressed and taken into his majesty's service in India, or shall happen to be killed in defence of the said ship, such expences of Lascars and other seamen so to be paid by the said company to be allowed in the proportion of three Lascars or other seamen, natives of India or China, for two European seamen, and to commence and be computed from the time the said ship shall be cleared of her cargo after return from the said voyage; and the said company shall also pay all the expences of bedding and other necessaries, and of returning the said Lascars, and other seamen, natives of India or China, to their respective homes, all which said payments shall be made at the respective times and upon the conditions herein-after mentioned; that is to say, the sum of one pound ten shillings per ton, part of the said sum of — per ton, shall be paid on the ship's arrival at Gravesend outwards, and — per ton, other part of the said — per ton, shall be paid at the expiration of eighteen calendar months from the said — day of —, if the said ship shall be then afloat, or if not then afloat, then at the expiration of eighteen calendar months from the day on which the said ship shall come afloat, to proceed upon the voyage, as herein-before mentioned, or immediately on the arrival of the said ship at her moorings in the river Thames, homeward-bound, whichever shall first happen; such payment to be made although the said ship may be lost or taken in the course of the voyage; and — per ton, residue of the said sum of — per ton, shall be paid only upon condition that the said ship shall perform her voyage in safety, and in that case the same shall be paid immediately on the ship's arrival at her moorings in the river Thames. And it is hereby declared and agreed, that the several payments herein-before agreed to be made and allowed to the said part owners are accepted and received by them in full discharge and satisfaction of all claims and demands upon the said company and their successors, in respect of the said voyage, for every contingency of the war, and otherwise whatsoever: Provided always, that in case the said ship shall be burnt or lost, after the said — day of —, or the day on which she shall come afloat as aforesaid, whichever shall last happen, and before she shall be fully equipped, rigged, stored, or victualled, then and in such case there shall be deducted from the payment of — per ton herein-before mentioned, a fair and just sum, in respect of so much of the expence of equipment, rigging, storing, or victualling, as shall not then have been incurred: And that the said part owners or master are upon no pretence whatsoever to be paid or allowed any sum or sums of money other than as herein-before mentioned. And the said part owners and master, for themselves and the rest of the part owners of the said ship, and their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said united company, their successors or assigns, that if a peace shall be made or agreed upon, or any other circumstance shall take place before the ship's last departure from England, whereby the price of

stores, provisions, wages, insurance, or other matters relative to the outfit of the said ship shall be reduced, then the said part owners shall pay or allow to the said united company or their successors, out of the payments by the covenant last hereinbefore contained, on the part of the said united company, agreed to be made to the said part owners, so much as the difference between the expence of the outfit of the said ship would cost the owners, according to the present prices of the articles of outfit, and the actual expence of the outfit, according to the reduced prices of such articles, or any of them, shall amount to. And to the performance of all and singular the covenants, grants, articles, payments, and agreements above written, which, as well on the part and behalf of the said united company and their successors, as on the part and behalf of the said part owners and master, their executors and administrators respectively, well and truly to be holden, paid, kept, and performed, in all things as above, the said part owners and master bind themselves jointly and severally, their joint and several heirs, executors, and administrators, and the ship aforesaid, with the freight, tackle, boats, and apparel of the same, unto the said united company and their successors: So nevertheless and provided, that the company shall not have, exact, or receive from the said part owners, by or from all or any of the aforesaid penalties, any sum or sums of money exceeding the value of the ship and appurtenances, her freight, demurrage, and earnings, and the master's private trade. And the said united company do also bind themselves, their successors and assigns, to the said part owners and master, their executors and administrators.

In the name of God, amen. This charterparty indented of affreightment, made the — day of —, in the year of our Lord one thousand eight hundred and —, between — and —, part owners of the good ship the — of London, which the said part owners affirm to be of the burthen of — tons or upwards, now riding at anchor in the river of Thames, and — master of the said ship, of the one part, and the united company of merchants of England trading to the East Indies of the other part, witnesseth, that the said part owners, for themselves and the rest of the owners of the said ship, and the said master for himself, his executors and administrators, have granted and let to freight all the said ship unto the said united company; and that the said united company have hired and taken to freight all the said ship, for a voyage with her to be made (by God's blessing), as hereafter mentioned, as the said company, or any their governors, presidents, or agents, authorized thereunto by the court of directors for the time being of the said company, or any committee thereof, shall require or direct; whereupon the said part owners, for themselves jointly and severally, and for the rest of the part owners of the said ship, and for their respective heirs, executors, and administrators, and the said master for himself, his heirs, executors, and administrators, do, in consideration of the sum of £—— of lawful money of Great Britain, by the said united company to be impressed or paid to them at the ship's arrival at Gravesend outwards, in part of the freight and demurrage to grow due in respect of the said intended voyage, and of the further sum of £—— to be then likewise paid by the said company to the said master, in full satisfaction of and for all primage and average which might otherwise become due or payable to the said master, or for or on account of the said ship's intended voyage, and for and in consideration of the concessions and covenants herein-after on the part of the said company contained, and every of them, doth covenant, grant, and agree to and with the said united company,

For Ships of
500 to 600
Tons to be
freighted for the
East India Com-
pany's Ser-
vice. (1)

Date.
Part Owners.
Ship's Name.
Burthen.
Master.
Let to Freight.

Imprest.

Primage and
Average.

(1) See form, Montefiore, 205.

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Ship will carry
— Tons of
Goods.
[Builder's
Measurement.]

When to be
afloat, &c.

To carry —
Tons outwards,
Freight-free,
4-5ths chartered
Tonnage.
Tonnage of
Passengers.

Penalty for not
taking in —
Tons outwards.
4-5ths chartered
Tonnage.

To pay £s per
Ton for all above
— Tons out-
wards.

Notice to be
given of her
Arrival at
Gravesend.
How long to
stay there.

their successors and assigns, by these presents, in manner and form following; that is to say, that the said ship is of the burthen of — tons at the least, and capable of taking in, stowing, and holding, over and above her tackle, apparel, furniture, and provisions, at least — tons, of the goods and commodities of the East Indies, and other the places comprehended within the limits granted or allowed to the said company to trade in, reckoning and accounting the tonnage of goods and commodities as hereinafter is mentioned: And further, that previous to the said ship coming afloat, she shall be surveyed in the dry dock by the surveyors and proper officers of the said united company, that they may see she is in all respects fit for the voyage herein mentioned, pursuant to the covenants and agreements herein contained; and that the said ship, on and from the — day of — next, shall be afloat in the river of Thames, at or on this side Long Reach in the said river, and shall be then ready coppered, repaired, fitted, and stored, in all respects made fit for such a voyage, under the inspection and to the satisfaction of the proper officers of the said united company, and manned with so many officers and men as shall be sufficient to take in and preserve all such bullion, goods, and merchandizes, as the said united company shall send on board; and shall be then ready to take in, and shall take in there, and at Gravesend, and in the Hope, and in and at every other port in the kingdom of Great Britain or elsewhere, in her outward-bound voyage, all such goods, merchandizes, bullion and passengers, as the said united company shall send on board, and as the said ship shall be able to stow and carry; and that the said united company shall be at liberty to load the said ship in her outward-bound voyage with — tons of goods, wares, and merchandizes, besides private trade of the master and officers of the said ship, without paying or being liable to pay any freight for the said — tons, and out of which — tons is to be deducted one ton for every passenger or soldier that shall be carried in the said ship for the said united company's account or service in the outward-bound voyage, to the number of fifty, and for all above that number, one ton and a half: And in case the said ship shall not in her outward-bound voyage be able to take in, stow, or carry, or shall not take in, if tendered, — tons of goods over and besides the ship's stores and provisions, then for such part of the said — tons as shall be tendered to be laden on board the said ship and shall not be taken in, or for such part of the said — tons as she shall not be able to hold, take in, and carry, the said part owners for themselves, jointly and severally, and for the rest of the part owners of the said ship, do, and the said master for himself doth covenant, promise, and agree to pay, or if the said united company shall so elect, to allow to the said company out of the freight and demurrage hereby payable, after the rate of ten pounds a ton for the same. And it is also agreed that the said company may be at liberty to load any quantity of tonnage outwards on board the said ship, beyond the said — tons, which she may be able conveniently to stow and carry; but in such case it is agreed by the said company to allow and pay to the said part owners and masters, for all exceedings of the said — tons, after the rate of five pounds a ton. And the said part owners and master do in manner aforesaid covenant that the said ship shall, on the — day of — next, proceed to Gravesend, wind and weather permitting: And on her arrival there, the said master shall give notice thereof in writing to the secretary for the time being of the said united company: And it shall be lawful for the said united company to keep the said ship in the river Thames, at or on this side of Gravesend, one calendar month from the time after coming afloat as aforesaid, without demurrage, to take in such further goods, merchandizes, bullion and passengers as they shall think fit to order or send on board her: And that after the expiration of the said one calendar month, the master of the said ship for the time being shall send to the said secretary notice thereof

In writing, which notice when received shall be deemed and taken as a dispatch for the said ship from thence to the Downs, unless the said united company, or their court of directors, or any committee thereof, shall order the said ship to wait longer at or on this side of Gravesend; and which they are at liberty to do on payment or allowance to the said owners of demurrage after the rate of £—— per day, for every day exceeding the said one calendar month next after she shall have to come afloat, which she shall be detained at or on this side of Gravesend by or by the orders of the said united company until she shall be dispatched to proceed from thence to the Downs; and that the ship being furnished, provided, supplied, fitted, victualled, and manned as herein is mentioned, wind and weather permitting, the restraint of his majesty, his heirs or successors, and detention by the said company excepted, shall sail to and arrive in the Downs within —— days after she shall be dispatched from Gravesend, and shall remain in the Downs or shall sail to Portsmouth or such other port or ports in England or Ireland as the said united company shall direct, to wait until she shall be dispatched by the said united company on the said voyage; and that immediately after her dispatch the said ship shall sail on her intended voyage, with or without convoy, according to the directions of the said united company, as hereafter is mentioned; but if the said united company shall not give the said ship her dispatches before, or within five days after her arrival in the Downs or at Portsmouth, or such other port in England or Ireland, where she shall be ordered to wait until she shall be dispatched; or in case the said ship shall be detained by the said company in the Downs or at Portsmouth, or any other port or ports in England or Ireland more than five days, the said ship being so fully fitted, victualled, manned, furnished, and provided as aforesaid, and ready to sail, then they shall pay or allow, unto the said part owners and master, demurrage after the rate of —— per day during such detention, unto the time the said ship shall be so dispatched, or in case of her waiting for convoy by order of the said united company, then the said part owners and master shall be paid at the rate above mentioned, whilst waiting for convoy, until the said commanding officer on board the said ship shall receive his sailing orders and signals from the commander of the convoy; but if the ship shall not, at the time appointed for that purpose as aforesaid, be ready fitted, victualled, manned, furnished, and provided as aforesaid, by the time aforesaid, or shall not sail unto Long Reach and Gravesend, and from thence, wind and weather permitting, and the restraint and detention aforesaid excepted, at the time before-mentioned, arrive in the Downs, and from thence directly sail on her intended voyage, or to such port or place where she shall be ordered by the said united company to wait; and after being dispatched from such port or place shall not immediately sail on her intended voyage; in all and each of the said failures, the said part owners, and the rest of the owners, and the said master, shall pay, or at the choice of the said united company allow to them out of the freight and demurrage hereby payable, after the rate of —— per day for every day that shall intervene between the times before appointed for the said ship's arrival and being ready at the respective places aforesaid, or such other port or place as aforesaid, and her actual arrival and being ready there, and sailing from thence as aforesaid; and the said part owners and master do hereby, for themselves, their executors and administrators, covenant, promise, and agree to and with the said united company, that the said ship, before her departure from Gravesend, and also on her departure on her homeward-bound voyage from India, shall be manned with the said master and —— European men, of such stations as shall be required and approved by the said united company, or their committee of shipping, of which master and crew the said master, and at least three-fourths of the said men or mariners shall be English, and shall so continue manned during

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When to be dispatched to the Downs.

Demurrage for Detention.

When to be in the Downs, and dispatched from thence.

If not dispatched, the Company to pay Demurrage, 6d. per Ton on Builder's Measurement.

If the Ship does not arrive at Gravesend and the Downs, and sail at the above Time, the Owners to pay Demurrage.

Calculated at 6d. per Ton on Builder's Measurement.

Ship's Company.

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[Twelve Lascars
for Nine
Europeans.]

Kintledge.

Dunnage.

Pieces of Ord-
nance, Quantity
of Gunpowder,
and other War-
like Stores.Penalty for De-
ficiency of Guns,
and also for Sale
of Guns abroad.Company to
have liberty to
survey the Ship,
&c. at any time.To lie by for
Surveyors, &c.
who are to be
civilly treated
and victualled.The Hatches to
be sealed, if re-
quired, and the
Ship surveyed.

the voyage: Provided always, that in case it shall happen by reason of any deficiency of European seamen, the master of the said ship shall be obliged to ship Indian or Chinese seamen on board the said ship, then and in such case the said ship shall be manned, or such deficiency shall be made up by — Indian or Chinese seamen for every — European seamen deficient, and so in proportion for a greater or less number; and that the said ship shall during the voyage, both abroad and also outward and homeward bound, have and keep a sufficient quantity of ballast on board to navigate her with safety; and it shall be lawful for the said part owners and master, if they shall so please, to carry any quantity of kintledge in the said ship; but the said united company shall not be chargeable with, or pay any freight for the same. And it was agreed, that special care shall be taken by the said part owners and master, that the cargo shall be properly dunnaged at their expence, and particularly, that in case any kintledge shall be carried in the said ship, that a sufficient quantity of dunnage shall be put over the same to preserve the cargo from damage, which in ships from China shall be a complete flooring of deals, or other plank, not less than two inches thick, as in the company's regular ships: And also that the said ship shall, before and at her departure from Gravesend outwards, and also at the time and times of her departure from port to port abroad, and also at her last departure from the East Indies, or elsewhere within the limits of the said company's exclusive trade, be strong and tight, and well and sufficiently victualled, tackled, and apparelled; and also well and sufficiently furnished with all necessary stores, — guns, being each twelve-pounder carronades, mounted on the upper deck; a stand of arms and a cutlass for each man on board the said ship; gunpowder and shot thirty rounds at the least; and ammunition and furniture equal to and sufficient for such a ship and voyage. And it is hereby covenanted and agreed, that in case the said ship shall sail from England without having the full number of guns herein-before agreed to be carried out in this ship, the said part owners and master shall forfeit to the said company forty pounds for each gun wanting of the said number. And it is hereby further covenanted and agreed by and between the parties to these presents, that in case any of the guns herein-before agreed to be carried out and brought home in this ship shall be disposed of without leave of the company's servants abroad to whom this ship is consigned, the said part owners and master shall forfeit and pay to the said united company the sum of £100 for each gun sold; and also, if any of the officers belonging to the said ship shall desert, or in any manner leave her in the East Indies, or elsewhere within the limits of the said united company's exclusive trade, without the leave, in writing, of the company's servants abroad, having proper authority for that purpose, then and in every such case the said part owners and master shall forfeit and pay to the said united company the sum of two hundred pounds of lawful money of Great Britain, for and in respect of every officer who shall so leave or desert the said ship. And it is further agreed, that the said company, their successors, agents, officers, waiters, and servants, in England and abroad, shall have free liberty from time to time and upon all occasions during this whole intended voyage, and until finally unladen, to repair and remain on board the said ship as they shall be thereunto appointed; and to this end and purpose this said ship, upon proper, usual, and known signals made to or for her, shall lie by if sailing, and shall stay till such person or persons shall and do come on board; and the said master shall civilly treat and entertain the said person or persons with reasonable and convenient food and lodging during their stay, at the charge of the said part owners and master. And it shall be lawful to and for all and every such persons to put locks on the hold, or seal the hatches of the said ship, if they please, and to take a survey of the said ship and every part thereof, and of the ship's cargo, ammunition, furniture, provision, and

stores. And if the said ship shall not be sufficiently fitted, victualled, and manned, or if any thing shall be deficient, wanting, or amiss, the said part owners or master shall from time to time, upon reasonable notice given by such officer or officers, person or persons, cause them to be furnished, provided, amended, and supplied, according to the directions of such persons as shall be appointed thereunto as aforesaid. And if upon such survey it shall be found that there is a greater quantity of goods in the said ship than what she can reasonably carry in her so as to be free and jocund, and fit to sail through the seas, and capable to defend herself, and that all her guns be clear; in such case it shall be lawful for the said company, their presidents, agents, or chief factors, to lighten the said ship, so as to reduce the cargo to such a degree as that the said ship can reasonably carry the same in manner aforesaid: And that the said part owners and master do as aforesaid jointly and severally covenant and agree to and with the said united company, that the said master, and the master of the said ship for the time being, during this whole intended voyage, shall observe such commands, orders, directions, and instructions as shall from time to time be given by the said united company, or their court of directors for the time being, or by any committee to be appointed by them, or by their governors, presidents, agents, chief factors, or assigns. And the said part owners and master do as aforesaid hereby covenant and agree, that every person appointed or to be appointed master or commander of the said ship shall be of the age of twenty-three years, and shall have performed three voyages to and from India to China, in ships employed by the said united company, in one of which three voyages he shall, bona fide, have been during the whole thereof in the station of chief or second mate in a ship employed by the said united company, in their regular service; and that every person appointed or to be appointed chief mate of the said ship shall be of the age of twenty-two years at least; and every person appointed or to be appointed second mate of the said ship shall be of the age of twenty-one years at least; and that each of such persons appointed or to be appointed chief or second mates of the said ship shall have performed two voyages to and from India or China, in ships or vessels employed in the regular service of the said united company; and that every person appointed or to be appointed third mate of the said ship shall be of the age of twenty years at the least, and shall have performed one voyage to and from India or China, in a ship or vessel employed in the regular service of the said united company; but nevertheless the committee of shipping of the said court of directors shall be at liberty to give permission, and approve such other persons for the stations of second and third mates who may appear to them, upon examination, qualified in point of seamanship: And further, that the master and chief and second mates of the said ship shall be examined by the committee of shipping of the said united company, as to their respective ability and fitness to those stations, and shall be sworn in before the court of directors: And moreover, that the said ship shall be found and provided, during the whole intended voyage, with an expert and fit surgeon, who shall be previously examined in the manner used in the said company's service, and who, on such examination, shall be found qualified to act as surgeon's mate on board a ship in the said company's regular service. And the said part owners and master do as aforesaid further covenant and agree, that it shall be lawful to and for the said united company, their presidents, agents, and chief factors, authorized thereunto by the said court of directors, or a committee thereof, from time to time (if they see cause) to displace or remove, and also to restore again and continue in the said ship, the said master, or the master for the time being, or any other officer or officers belonging thereto: And further, that no officer shall at any time during this voyage be taken or employed on board the said ship who shall be disliked or disapproved of by the said company or their court of directors, or any committee thereof, or by the said company's

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If the Ship is defective, to be amended by the Owners, &c.

If the Ship is overladen, to be lightened.

Master to obey the Company's Orders, and those of Agents abroad.

Qualification of the Masters and Mates.

Master and Officers may be displaced and restored.

None to be employed if disapproved.

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Master or Officers displaced, the next in rank to succeed.

If Master or Officers are not confirmed, or kept out of the Employ, the Charterparty to be void.

governors, presidents, factors, or agents. And it is hereby further agreed, that if the said company's presidents, agents, or chief factors abroad shall displace or remove (and it is hereby agreed that it shall and may be lawful for them to displace or remove) the master or masters, or any officer or officers of the said ship for the time being, that then and thereupon the next in degree to such master or masters, or other officer or officers so removed or displaced, who shall be approved by the president and council, or the supra-cargoes of the said company, where the said ship shall then be, shall succeed to his or their employments, and so often as any master or masters, officer or officers, shall be removed, the next in quality shall succeed to and take and hold the place or places, office or offices, of the person or persons so removed, till they shall so happen to be displaced, and others succeed to him or them. And if such new-constituted master or masters, or other officer or officers, shall not be received into or shall be kept out of such their employments or offices, or shall not be readily, duly, and in all things submitted to and obeyed, that then the said company shall be and they are hereby declared to be acquitted, exonerated, and discharged of and from all and every the clauses, covenants, articles, conditions, and agreements in these presents contained on the part of the said company to be performed, observed, and fulfilled; and in such case the money paid to the said part owners and master, or for their or the ship's account, shall be restored. And the said part owners, for themselves, their heirs, executors, and administrators, and for the other owners of the same ship or vessel, do further covenant, promise, and agree to and with the said united company, their successors and assigns, by these presents, in manner and form following; that neither they the said —, and the other owner or part owners of the said ship or vessel, or any or either of them, or any other person or persons whatsoever, for their or either of their use or account, have or hath at any time or times heretofore, by any ways or means whatsoever, directly or indirectly sold the command of the said ship, or the privileges, emoluments, or advantages of that station; nor have or hath accepted, taken, or received, or been allowed, or contracted or agreed for receiving or being allowed, nor shall or will, at any time or times hereafter, by any ways or means whatsoever, directly or indirectly sell the command of the said ship, or the privileges, emoluments, or advantages of that station; or accept, take, receive, or be allowed any gratuity or consideration for the appointment of the said —, or any other person or persons, to the command of the said ship or vessel, or for or in respect of the privileges, emoluments, and advantages of that station; but that the appointment of the said — to the said command hath been, and all other appointments to be made to such command, and to the privileges, emoluments, and advantages of that station, shall be gratuitous, without any fee, reward, or consideration whatsoever, other than the faithful services of such commander in his station, for the ordinary wages and allowances of such station. And in case it shall hereafter appear that any thing hath been or shall be done or caused to be done by the owners or part owners of the said ship or vessel respecting the sale of the appointment of a commander, or of such privileges and advantages as aforesaid, contrary to the true intent and meaning of these presents, then and in such case it shall and may be lawful to and for the court of directors for the time being of the said united company, by notice in writing from the secretary of the said united company, to discharge the said ship or vessel from the service of the said united company, in such manner and at such time as in such notice shall be expressed; and the said united company, and also the owners of the said ship, shall from thenceforth respectively stand discharged from this charterparty, and from all other agreements whatsoever with respect to the future employment of the said ship; but nevertheless each party shall remain liable to the performance of their charterparty in every respect up to the time of such discharge. And moreover, if any thing shall be done or caused to be done by any owner or part owner of the said ship respecting such appointment of a

Commander, or such privileges and advantages as aforesaid, contrary to the true intent and meaning of these presents, then and in every such case the said part owners, parties hereto, shall pay damages to the said company for such breach of covenant, at and after the rate of double the amount or value of the gratuity or consideration for which the said command, or the said privileges, emoluments, and advantages, shall be sold or agreed to be sold, or which shall be accepted, taken, received, or allowed, or contracted or agreed to be accepted, taken, received, or allowed, for such appointment, or for or in respect of such privileges, emoluments, or advantages as aforesaid, contrary to the true intent and meaning of these presents, which said damages shall be paid in money, or at the option of the said company shall be set off and retained by the said united company out of any money due for the freight, demurrage, or earnings of the said ship. And the said —, the commander, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said united company, their successors and assigns, by these presents, in manner and form following; that is to say, that neither the said —, or any other person or persons whomsoever to his use or on his account, hath or have, in any way or manner whatsoever, subsequent to the same 18th day of May —, directly or indirectly bought, paid, given, or allowed, or contracted, agreed, or promised to buy, pay, give, or allow, nor shall or will at any time or times hereafter, in any way or manner whatsoever, directly or indirectly pay, give, or allow, or contract, agree, or promise to pay, give, or allow, to any person or persons whomsoever, any gratuity or consideration whatsoever for the appointment of him the said — to the command of the said ship or vessel, or for or in respect of the privileges, emoluments, and advantages of that station; but that the appointment of him the said — to the said command, and to the said privileges, emoluments, and advantages, hath been gratuitous, without any fee, reward, or consideration whatsoever, other than the faithful service of him the said — as such commander as aforesaid, for the ordinary wages and allowances of that station: And also, that he the said —, or any other person or persons whomsoever, to his use or on his account, shall not nor will, at any time or times hereafter, in any way or manner whatsoever, directly or indirectly sell the said command, or the privileges, emoluments, and advantages belonging thereto, to any owner or owners of the said ship, or any future commander thereof, or to any other person or persons, for their or any of their use and account, other than and except the sale of his private trade, goods, and privileges, for a full and adequate consideration in the ordinary course of such trade, nor shall or will accept, take, receive, or be allowed, or contract, promise, or agree to accept, take, receive, or be allowed, any gratuity or consideration whatsoever for resigning or quitting the said command, or for resigning or quitting the privileges, emoluments, or advantages thereof to any other commander of the said ship, or for any interest or influence of him the said — to get any other person or persons appointed thereto: And also, that in case it shall hereafter appear that any thing hath been or shall be done or caused to be done by the said — respecting the purchase or sale of the said command, or the said privileges, emoluments, or advantages, or any way relating thereto, contrary to the true intent and meaning of these presents, then and in every such case the said — shall pay damages to the said united company for such breach of covenant, at and after the rate of double the amount or value of the gratuity or consideration paid, received, or allowed, or contracted to be paid, received, or allowed, for or in respect of every such breach of covenant as aforesaid, which said damages shall be paid to the said united company in money, upon demand thereof, or at the option of the said united company shall be set off and retained by the said united company out of any goods in the hands of the said company, or any money due from the said united company, or from the owners of the said ship to the said — for wages, private trade, or otherwise. And it is hereby agreed by and between

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No Office in the
Ship to be sold.

Ship to sail from
the Downs to
the Place ap-
pointed.

the parties to these presents, and particularly the said part owners for themselves and the other owners of the said ship, and the said master for himself, do hereby respectively consent and agree, that it shall and may be lawful to and for the said united company from time to time to file any bill or bills in equity against the said owners and master, their executors or administrators, or any other person or persons whatsoever claiming under or acting for them, for a discovery of every breach of covenant respecting the sale, purchase, appointment, or resignation of any such command as aforesaid, or the privileges, emoluments, and advantages of that station, and all circumstances relating thereto; and upon the said united company in such bill waving all penalties and demands, other than the said stated damages, the party or parties against whom the same shall be filed shall and will put in a full and perfect answer thereto upon oath, and make the discovery required, and shall not nor will demur or plead thereto, or seek to avoid answering the same by reason or under pretence that the same may subject them to a penalty, or upon such like ground. And it is hereby further agreed, that neither the said master, nor the master for the time being, or part owners or any other part owners of the said ship, shall or will sell, or wittingly or willingly permit or suffer any other person to sell, to any officer of the said ship, his or their place or places, office or offices, nor shall nor will take, exact, have, or receive, or wittingly or willingly permit any other person to take, exact, have, or receive, any money, gratuity, or any promise, agreement, service, or reward whatsoever, directly or indirectly, for or in respect of any place or office in or belonging to the said ship, or for relinquishing or giving up any office or place in the said ship to any other person or persons in or for any future voyage of the said ship, or for admitting any officer or officers, or other person or persons, to go in the said ship in this or any future voyage; and in case the said part owners, or any of them, or the master for the time being, shall offend against the true tenor and meaning hereof, the money or gratuity so received, and the promise, agreement, service, or reward made, paid, or given, shall be considered as received by and made and given to the said part owners and master, for the use of the said united company, and the said part owners and masters who shall offend in the premises (and such offending party or parties only) shall account for, pay, and deliver to the said united company all and every such monies or gratuities so received, and all and every such promises, agreements, services, and rewards so made, paid, or given, or the full value thereof, together with interest for the same, to be recovered by action at law or by suit in equity, whereto the defendants, by answer, shall make a full discovery respecting the monies or gratuities so received, and the promises, agreements, services, and rewards so made, paid, or given, and shall not nor will demur or plead in bar to the discovery or relief sought thereby. And it is hereby further agreed, that the said ship, after her departure from the Downs, or such port or place from whence she shall be dispatched as aforesaid, shall as aforesaid, wind and weather permitting, and the restraint aforesaid excepted, directly sail to such ports and places in the East Indies, or other the limits aforesaid, or elsewhere, as the said company, or their court of directors for the time being, or a committee appointed by the said court to that purpose, or the major part of them, shall direct, in writing; and shall there, according to such directions, fully, duly, and in safety discharge and deliver, in manner accustomed, all such bullion, goods, merchandizes, and passengers as shall be laden or put on board the said ship; and shall also receive and take on board the said ship, and well and securely stow and place therein, all such other bullion, goods, merchandizes, and passengers as shall be laden or put on board, or tendered to be laden or put on board, for or on account of the said united company, or by their order, or by the order of any of their presidents, agents, chiefs, and council, or other their servants, from port to port,

within the limits aforesaid; and afterwards shall sail therewith directly to such other ports, rivers, and places to which the said ship shall be appointed by the said united company, or the said court of directors, or a committee thereof, or the said company's presidents, factors, or assigns; and shall at all or any of those other ports or places, whereunto she shall be so ordered, not only duly and in safety discharge and deliver, in manner accustomed, all such bullion, goods, merchandizes, and passengers as shall be carried in her thither, for the account of the said united company, there appointed to be landed; but also receive and take in her all such other bullion, goods and merchandizes, and passengers as the said united company, their presidents, factors, or assigns, shall lade or put on board her, or tender to be laden or put on board her, for England or elsewhere; and as in the opinion of the master attendant, or any other of the said united company's proper officers who shall survey the said ship, he shall be able conveniently and safely to take on board and stow, and bring home in any part of the said ship under the ——— deck, so that sufficient room may be therein reserved, under the upper deck of the said ship, for the accommodation of the crew of the said ship, and the stowage of her victuals, provisions, cables, naval and other stores, tackle, and apparel, which is to be determined by the opinion of the master attendant, or such proper officer or person who shall survey the said ship, and so as the said ship shall not draw more water than shall be approved by him, and which opinions shall be binding and conclusive between the said parties: And the said part owners and master do as aforesaid jointly and severally covenant and agree to and with the said united company, that in case the said ship shall not receive, load, and stow under the ——— deck of the said ship, and bring home to England on her return voyage, in manner before mentioned, the full quantity of ——— tons of merchandize, on account of the said united company, reckoning the tonnage thereof as herein-after is mentioned, without drawing too much water, to be determined as before mentioned; then and in such case the owners of the said ship shall and will pay to the said united company the sum of ——— of lawful money of Great Britain for every ton which shall be deficient, and so in proportion for a greater or less quantity than a ton; which said payment shall be deducted from and allowed out of the money becoming due to the said owners for the freight and other payments hereby agreed to be paid to them: Provided that if it shall appear that the master of the said ship for the time being shall in due time before the said ship's departure on her return voyage, have made a demand in writing, from the said united company's servants by whose orders the said ship shall be loaded, of more goods to be shipped, to make up such deficient loading as aforesaid, or some part thereof, and such goods so demanded or some part thereof shall be refused, or, by the neglect or default of such servants of the said united company, shall not be shipped, and the said ship shall be able to stow and bring home such quantity of goods as shall be demanded, to be determined by such opinions as aforesaid; then and so far as the said servants of the said united company shall refuse or neglect to load the said ship up to the said quantity of ——— tons, the said owners shall be excused from, and shall not be liable to make the said payment or allowance. And it is hereby further agreed by and between the parties to these presents, that it shall and may be lawful to and for the said company, or the said court of directors, or a committee thereof, to order, direct, or appoint the said ship, in her outward-bound voyage, to touch and receive in and deliver out any goods or merchandizes, letters or packets, at Madeira, Teneriff, St. Helena, or the Cape of Good Hope, in her route to her consigned port or ports, for which deviation or detention, if any be, the said part owners and master shall be allowed as much as such deviation or detention, in the opinion of the court of the directors of the said united company, reasonably deserves, unless it shall

Part Owners and Master to pay for Deficiency of Tonnage under ——— Tons,

the same Amount as Freight.

Except the deficient Tonnage had been demanded and refused to be laden to make up ——— Tons.

Ship to touch at such Places as shall be ordered, and receive and deliver out any Goods, &c.

Vol. III. Ch. IX.	<p>be otherwise agreed on before the said ship's departure from England; but it is the meaning of the said parties hereto, and the said part owners and master do as aforesaid covenant, that the said master, or the master of the said ship for the time being, shall not, either outward or homeward bound, touch, stop or stay, or take in any foreign coin or bullion, goods or provisions, at any port or place whatsoever, other than the ports and places to which she may be consigned, without an especial order or licence in writing from the said company's court of directors, or a committee thereof. And in case the said master, or the said ship, shall touch, stop, stay, or take in any goods or provisions at any such port or places without such especial order or licence, the said part owners or master shall not be allowed any demurrage; but shall pay, or, at the choice of the said united company, out of the freight or demurrage which shall or may grow due by virtue of this contract, allow to the said company £——— sterling a day for every day the said ship shall so stop or stay at all or any of such ports or places, except as aforesaid; and the said foreign coin or bullion and goods so to be taken in shall be deemed and accounted to be unlicensed goods. And the said part owners and master do as aforesaid covenant, that the said goods and merchandizes received or to be received into the said ship for account or by order of the said united company, their factors or assigns, shall be in the best manner stowed in any part of the said ship under the ——— deck, to prevent damage, and so disposed of in the said ship in such manner and in such places as will not lumber or incommode her working, or render her incapable of defence. And it is hereby further agreed, that in case any goods or merchandizes whatsoever belonging to the said united company shall be improperly stowed contrary to the true intent and meaning of these presents, the said united company, in respect of such goods so improperly stowed, shall not be liable to pay any freight for the same; but all such goods shall be delivered to the said united company freight free. And it is also agreed, that no kind or sort of goods whatsoever (pepper only excepted) shall, without leave in writing given by the said united company, or their president, agent, or chief factor, and the council where such goods shall be taken aboard, be shot loose in the hold; nor any bale or package, after its coming aboard, be altered, by cutting off the lugs of the bales or otherwise: And that if the master or mariners of the said ship shall do any thing in breach of this covenant, that then and in such case the said united company shall pay or allow unto the said part owners and master one-half of the freight, or otherwise agreed to be paid for the said goods so unduly stowed, shot, or altered in the package; and the said part owners and master shall make good all other damages that shall arise thereby. And it is further agreed, that for every bale of cloth or other goods that shall be opened on board of the said ship, or altered during the voyage, and whereof the said part owners and master shall not give notice unto the said company, or their respective warehouse-keepers, within ten days after the ship's arrival in the river of Thames, the said part owners and master shall forfeit and pay to the said company and their successors the sum of £——— sterling. Provided also, and it is further agreed, that no pepper loaded on board the said ship shall be shot loose between decks; and in case the master or mariners of the said ship, or any of them, contrary to and in breach of this agreement, shall shoot any pepper loose between decks, then and in such case the said united company shall not pay or allow to the said part owners or master, nor shall they be entitled to demand for such pepper any freight. And also it is covenanted and agreed by and between the parties to these presents, that if any of the goods or merchandizes that shall be laden on board the said ship during this present voyage, shall be lost, or shall be in anywise damaged, or not delivered to the said company, their presidents, factors, agents, or servants, according to the consignment thereof; in such case</p>
Ship not to touch at any Places not ordered to touch at.	
Penalty.	
The Charter-party De-murrage.	
Cargo to be stowed in best manner to prevent Damage.	
No Freight to be paid for Goods stowed in the Powder-rooms improperly.	
Lugs not to be cut off the Bales.	
Penalty.	
Bales not to be opened without giving Notice.	
Penalty.	
Pepper not to be shot loose between Decks.	
Penalty.	
Goods lost, damaged, or undelivered, outward and homeward bound, to be paid for with £30 per cent.	

the said part owners and master shall pay, or at the election of the said company, as aforesaid, allow to the said company out of the freight and demurrage to grow due by virtue of these presents, the full prime cost of such goods so lost, damaged, or undelivered, together with thirty pounds for every hundred pounds on such prime cost; except nevertheless, and it is hereby agreed, that no such payment shall be made if there happen to be an utter and inevitable loss of the said ship and cargo; nor shall any such payment be made for such goods as shall necessarily perish, or be cast into the sea for the preservation of the ship and cargo, than by an average to be borne by the said ship, freight, demurrage, and cargo. But nevertheless, and provided always, and it is hereby declared and agreed, that the said united company are in no case whatsoever, in any manner, to contribute towards any loss, damage, or expence whatsoever which may be incurred or arise to the owners, master, officers, or crew of the said ship, or any other person or persons having any interest therein, or the said voyage, either as a general average, particular average, or any average, or otherwise howsoever; any thing herein contained, or any law, usage, or custom to the contrary thereof in anywise notwithstanding. And the said part owners and master shall and will well and truly save, defend, keep harmless, and indemnify the said united company and their successors, of and from all such losses, damages, and expences, by way of average or otherwise, which may be incurred or happen to the owners, master, officers, or crew of the said ship, or any other person or persons having any interest therein, or the said voyage. Provided also, that in case any of the said goods shall be damaged, and shall be paid and allowed for by the said part owners and master, such damaged goods shall become their property, and shall be sold on their account, save and except damaged tea, which may be destroyed by order of the said company. Provided always, and it is hereby declared, that the wastage on saltpetre to be shipped on board the said ship, shall be calculated according to the established custom of the said united company's service, and the usual allowance for wastage of saltpetre shall be made to the said part owners and master; and that in case of sugar, an allowance for the wastage thereof shall be made to the said part owners and master, after a rate not exceeding two tons for every hundred tons thereof, which shall be shipped on board the said ship, and so in proportion for a greater or less quantity than one hundred tons, if the wastage thereof shall amount to so much: And it is declared, that the said part owners and master shall not be answerable for or liable to make good any damage by wastage of sugar or saltpetre, to the extent hereinbefore mentioned; but they shall be answerable for all wastage exceeding that extent, as for a non-delivery. And it is hereby further declared, that the said united company shall pay no charges of freight, or otherwise, for any goods which shall be so lost, damaged, or not delivered: Provided nevertheless, that the said part owners shall not be charged with any sum of money in respect of goods damaged or short, delivered on board the said ship, either in her outward or homeward-bound voyage, exceeding the sum of —, nor for any damage except such as shall, by the condition and appearance of the package thereof, or by some other reasonable proof, appear to be damage received after shipping the goods, any thing herein contained to the contrary thereof in anywise notwithstanding: Provided also, and it is hereby expressly agreed, that all damages to be made good or paid by the said part owners or master, in respect of wet or damaged goods, or of goods lost or undelivered outward-bound, pursuant to these presents, shall not be paid and made good in India, but shall be paid by the said part owners to the said united company in London, upon demand, although the said ship shall or may happen to be lost before her arrival at, or shall not return in safety to the port of London. And the said part owners and master do as aforesaid covenant and agree, that the said ship, having received

Exception.

What Sum the Owners are to pay for damaged Goods.

[£5 per Ton on Builder's Measurement.]

Damages to be adjusted and paid for in London on Demand, though the Ship be lost.

Ship to make no Deviation, and

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the whole Cargo
to be delivered
into the Com-
pany's Ware-
houses.

If Ships are not
cleared within
22 Days by
the Company's
Neglect, then to
pay £3 a Day
till cleared.

If the Ship touch
at Ascension
homeward-
bound, or sail
from St. Helena
in the Night
without Leave.
Penalty.

Or touch at
Barbadoes, or
elsewhere in
America, with-
out Orders.
Penalty.

Not in any
Ports of Europe.

Penalty.

The Charter-
party Demur-
rage.

in her lading, and the master his dispatches, shall depart from her last lading port, and (unavoidable danger of the seas excepted) shall, as wind and weather permit, sail directly and return without any deviation, other than what shall be ordered by the said company, or their agents or servants abroad, into the said river of Thames, within the port of the said city of London, and as near to the said city as she may safely arrive and come, and shall there anchor and ride by herself, and make a right and due discharge into the said company's warehouses and possession, of all the goods and merchandizes that shall be laden and received into the said ship at any port or place in the East Indies, China, Mocha, or elsewhere within the limits granted or allowed to the said united company, or that the said ship shall take in on her homeward-bound voyage, either beyond or on this side of the Cape of Good Hope, or on the high seas, or elsewhere, on account of the said united company, or for the account of any person whatsoever, (excepting only such goods as shall be laden on board and shall be ordered, as herein mentioned, to be delivered out at any other place), and upon such discharge the said ship shall finish her intended voyage. And it is also agreed, that if the said ship, from any delay or impediment caused by the said company, shall not make such discharge within the space of twenty-two days, to be accounted from the day of the said ship's entry at the custom-house, then the said company shall pay and allow to the said part owners or master, three pounds sterling a day for every day that such delivery shall be so delayed beyond the said twenty-two days. Provided always, that it shall and may be lawful to and for the said united company, or their court of directors, or any committee thereof, or any of their presidents, factors, or agents abroad, to order, direct, or appoint the said ship in her homeward-bound voyage, to touch and receive in, or deliver out any goods or merchandizes, letters or packets, at the Cape of Good Hope or St. Helena; for which deviation or detention, if any, the said part owners and master shall be allowed as much as such deviation or detention reasonably deserves, unless it shall be otherwise previously agreed on. And it is further agreed, that if the said ship shall, in her homeward-bound voyage, touch at the island of Ascension; or if the said ship, touching at St. Helena, shall sail from thence in the night-season, without the leave of the governor and council, attested under their hands, the said part owners and master of the said ship for the time being shall pay, or, at the election of the said company, allow to the said company the sum of two hundred pounds sterling, out of the freight and demurrage due by virtue of these presents; and if the said ship shall, in her homeward-bound voyage, without an inevitable necessity, touch at the island of Barbadoes, or at any other island or port in America, without particular orders in writing from the said company, or their presidents, agents, or chiefs, and councils, from whom she shall receive her last dispatch, then and in such case the said part owners and master shall pay or allow as aforesaid unto the said company, after the rate of ten pounds sterling a ton for every ton the said ship is hereby let for. And it is also covenanted and agreed, that (unavoidable danger of the seas excepted) the said ship shall not put into any of the Western Islands or Plymouth, or any port of England or Ireland, or any other port or ports of Europe, unless the said master be so directed by the said company, or their court of directors for the time being, or some committee thereof, or by their presidents, agents, or factors. And in case the said ship shall put into any of the places aforesaid, contrary to the true intent and meaning of this covenant, the said part owners and master shall pay, or as aforesaid allow unto the said united company, the sum of five hundred pounds for every offence in putting into such places as aforesaid; and also the sum of — per day, for every day the said ship shall remain in such port, or shall lose by going in there, reckoning such loss of time from the time the said ship shall have departed from the ordinary track of her voyage to the river of Thames,

to the time she shall regain that track again. And the said part owners and master do as aforesaid further covenant and agree to and with the said united company, that the master, chief and second mates of the said ship for the time being, shall respectively keep true and exact diaries and journals of the ship's daily proceedings, from her first taking in of goods in the river of Thames, to her return and discharge of her cargo in England, and of the wind and weather, and all remarkable transactions, accidents, and occurrences during the whole voyage: And furthermore, that the said master, chief and second mates of the said ship for the time being, shall each of them daily, duly, fully, truly, and in full course of time, register and enter into particular books for that purpose, true and perfect accounts of all private and other trade that shall be had or carried on, and of all goods, bullion, merchandizes, and passengers whatsoever, that shall be from time to time taken into or delivered out of the said ship, either in her outward-bound or homeward-bound voyage, or in the East Indies, China, Mocha, or elsewhere, or in her voyaging from port to port, until her return into the river of Thames, with the quantities, qualities, marks, and number of each parcel, for whose account, and of whom received, and to whom delivered or to be delivered, and the names of the passengers and places they were taken in at, and where landed or delivered; unto which books, accounts, journals, registers, and diaries, not only the supra-cargoes on board the said ship, if any shall belong thereto, shall and may have free access and resort to view and inspect the same, and take copies thereof, at their pleasure; but also the said master and officers shall produce the same to be inspected, perused, and copied, if necessary or required, by the president, agent, or chief factor of the said company in the East Indies, China, and other the limits aforesaid, at each and every port and place respectively where the said goods, bullion, and passengers shall be taken in, or laden or unladen, or landed, before the said ship shall depart from such port or place; and in case there be none of the said company's presidents or factors there, that then the said registers, journals, diaries, and accounts shall be (for the purposes aforesaid) produced at the next port or place to which the said ship shall proceed, and where any such president, agent, or chief factor shall reside or be; and upon the return of the said ship to England, the books in which such entries are made, or agreed to be made, as aforesaid, shall, together with the journals and diaries so to be kept by the master or mates, or purser or boatswain of the said ship for the time being, be delivered unaltered to the said company, upon the oath of the said respective persons so keeping the same, if required; and in case the said respective persons shall not deliver the same, and, if required, make oath before one of the masters of the court of chancery, that such books, journals, registers, diaries, and accounts, do respectively contain a true, full, and perfect account of the acts, proceedings, accidents, and occurrences aforesaid, and of all the bullion, goods, merchandizes, and passengers taken in and delivered out of the said ship as aforesaid, and that such books respectively have not been altered, that then it shall be deemed and construed that the said ship has deviated from her intended voyage, and taken in and traded with and for unlicensed goods; and in or towards reparation of damages to the said united company for and in respect thereof, the goods and merchandizes which otherwise would belong to the said master and officers, as an indulgence and encouragement to them to perform the covenants of this charterparty, as herein-after is mentioned, shall for failure of performing the covenant in particular, so far as concerns the offenders or defaulters respectively, be taken, retained, held, and enjoyed by the said company, to and for the use and behoof of the said company: And moreover, and until such delivery, it shall and may be lawful to and for the said united company to retain and keep to their own use the last moiety or half-part of all such freight and demurrage as shall be due or payable to the said part owners and

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Master, Chief and Second Mates, to keep Journals, &c. of Ship's Proceedings,

and also of every thing received into and delivered from the Ship.

To whom the said Accounts are to be produced, and Copies taken.

To be delivered to the Company on Oath, if required.

Penalty.

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No unlicensed
Goods to be car-
ried in the Ship,

or any Pas-
sengers, without
Leave.

Penalty.

Company to do
what is neces-
sary to prevent
unlawful Trade.

Covenant not to
do any thing
against the Act
of Navigation.

Ship to have her
Complement of
Men during the
Voyage.

master for the hire of the said ship by virtue of this charterparty; any thing herein contained to the contrary notwithstanding. And the said part owners and master do as aforesaid covenant and agree, that there shall not be laden or taken on board the said ship, by the said master, officers, or seamen of the said ship, or any of them, or any other person whatsoever, to be carried in the said ship for or towards the East Indies, or elsewhere within the limits granted or allowed to the said company, or to be carried from one port or place to another there, to be brought from thence, or elsewhere, to or towards England, any greater or other quantities or kinds of goods, merchandizes, bullion, or effects, than what are for the said company's account, or expressly and particularly allowed by the said company, in writing, under their common seal; nor shall they, or any of them, carry or transport in the said ship to the East Indies, or elsewhere within the said limits, to stay there, or carry or suffer to be carried from one port there to another, or bring home from thence, or from St. Helena, any person or persons but the said ship's company, and such as are then actually in the said company's service, except by the especial orders or licence in writing of the said company, or their governors, presidents, agents, or chiefs; and if it shall appear that any goods, merchandizes, or persons have been carried in the said ship contrary to this agreement, such goods, merchandizes, bullion, and effects, and every part thereof, shall be accounted to be, and the same are hereby declared to be unlicensed goods, and the same shall be taken and enjoyed by the said united company and their successors, as their own goods, and to and for their own use for ever; and moreover, the parties offending therein shall be liable to such pains and penalties as any law or statute made in that behalf enacts; and furthermore, it shall be lawful for the said company, and their successors, to retain to their own use fifty pounds for every passenger or other person that shall be carried in the said ship contrary to this covenant, or the true meaning thereof. And it is agreed, and the said part owners and master do hereby covenant, that the said company shall and may do all or any such acts as they shall think fit, for the preventing or discovering of all or any unlawful, unlicensed, or clandestine trade. And the said part owners and master do as aforesaid hereby covenant and agree, that the said master, or the master for the time being, or any the officers, seamen, or mariners of the said ship, or persons employed therein during the said voyage, shall not do or suffer to be done any act, matter, or thing against the act commonly called the act of navigation, or against any law or statute, laws or statutes of this kingdom, whereby or by means whereof all or any the goods, wares, or merchandizes laden or to be laden on board the said ship shall or may, in part or in all, be or become forfeited, or liable to be forfeited or seized. And to the intent that the said ship may be the better navigated and secured, and that justice may be done by the master for the time being to the seamen of or belonging to the said ship, and to the said company, it is agreed by the said part owners and master, that if any of the seamen, or others acting as such, in the said ship, shall happen to die before her arrival at, or during her stay in, or before her setting sail from the East Indies, or elsewhere within the limits aforesaid, or from St. Helena for England, that then and in such case the whole number agreed to be carried out in her from England shall, if procurable, be supplied by the master for the time being, in manner and in the proportions herein mentioned, at the place where she shall take in her lading or elsewhere; or in default thereof, the said company's president, agent, or chief, or the governor of St. Helena, shall and may put on board such number of seamen, or other persons, as shall complete the said number to be brought for England, at the charge of the owners, and the said company shall not be obliged to pay for any such person's passage or diet. And it is hereby covenanted and agreed by and between the said

parties, that in case any Lascars or other foreign seamen shall have been hired or shipped for any cause or reason whatever, then it shall be lawful for the said company (if they shall see proper), at the costs and charges of the said part owners and master, to return and send home all such seamen or other persons in the course of the season next after their arrival in England, or at any subsequent time: And in case the said company, by means thereof, shall be put to any expence, or shall deem it necessary and proper to advance any money for the support of the said persons during their stay in England, the said part owners or master shall and will reimburse and repay all such expences, with interest, on demand, to the said united company, save and except as herein-after is mentioned: And also, that the commander, officers, seamen, crew, and all persons to be employed in the said ship shall enter into and execute articles, covenants, and agreements for their service and wages, similar to the articles entered into and executed by the commanders, officers, and mariners of the ships in the regular service of the said united company. And it is further agreed as aforesaid, that it shall be lawful to and for the said company to provide such paymaster of the wages of the seamen as they shall think fit; by whose hands the said part owners agree that they will, at the end of each six months after the ship's departure from Gravesend, duly pay unto the wives or relations of the seamen serving in the said ship, and duly authorized thereunto, one month's pay of their wages during the whole voyage (for whose good behaviour in that particular the said company agree to be security); and in case of default of such payment as aforesaid, it shall be lawful for the said united company to make payment thereof: And the said part owners and master shall pay, or as aforesaid allow unto the said united company, out of the freight or demurrage of the said ship, the money so paid, and thirty pounds for every hundred pounds advance on all such money so disbursed by them, for and in consideration of the risk of the ship's return for England. And it is further agreed, that the said master, or the master for the time being, shall deliver to the said paymaster a fair and just account of the wages due to the officers and seamen of the said ship for this present voyage, according to a form in writing, to be delivered unto the said master by the said company's paymaster for that purpose; and the said paymaster shall pay the wages due to the said officers and seamen, in such place and manner as the court of directors of the said company for the time being shall appoint, and not elsewhere, or otherwise. And the said company agree to be security for the said paymaster, that such monies as shall be advanced and paid to him by the part owners of the said ship for wages or impress money, shall be by him paid for those purposes. And as a further encouragement and reward, and upon the condition of performing the covenants herein, it is further covenanted and agreed by and between the parties to these presents, that the said master, officers, and ship's company, shall be allowed to carry in the said ship, freight free, for their own accounts only, and not for the account of any other person whatsoever, the quantity of — tons outward, and also — tons homewards, of such goods, effects, and commodities only, and of such values, as shall be allowed by licence under the seal of the said company, and no more: Provided nevertheless, that the goods purchased and brought home in the said ship's return voyage be wholly and entirely delivered into the said company's warehouses and possession, to be viewed at the said ship's return, and to be sold by the said united company publicly, by inch of candle, and the produce whereof (the customs and duties payable to the crown, and the duties and other charges usually payable on such respective goods and commodities to the said united company being deducted) shall be paid to the persons respectively to whom the same shall of right belong, upon their making due proof (upon oath if required), that the said goods were the proper

Paymaster to be appointed by the Company, and Owners to pay Seamen's Wives, &c. one Month's Wages in Six.

And in default what Advance to be thereon.

Master to deliver the Paymaster an Account of what is due to the Seamen.

Allowance of Tonnage to Master and Ship's Company out and home, 5 per cent. on chartered Tonnage out and home.

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Tonnage of
Goods.Company has
liberty to load
more than the
Ship is let for, if
they think fit.

Freight.

Claim for short
Tonnage home-
wards not to be
admitted unless
certified ;nor unless such
short Tonnage
shall be found
on Survey.No Survey to be
made if Bulk
has been broken
before Demand.

goods, and brought over in the said ship for the proper account of the master, officers, and seamen of the said ship, or some of them, according to such licence or allowance as is or shall be given them by the said united company, and not otherwise. And it is further agreed, that whatsoever goods shall, by the direction of the said company's agents, presidents, or factors, be shot loose in the hold of the said ship, the tonnage thereof shall be reckoned in or after such manner or rate as when packed up: And that the freight of the several goods mentioned in the table or schedule hereunto annexed or underwritten, shall be calculated at the rates therein mentioned; and the freight of all other goods shall be calculated according to the established custom of the said united company and not otherwise; and the tares according to the usual allowance and settlement made or practised by the said united company. And it is also covenanted and agreed by and between the parties to these presents, that notwithstanding the said ship is let to freight but for ——— tons, yet the said united company, their factors or assigns, and they only, may lade what more they please, if the said ship be capable to take it in, paying to the said owners freight for the same according to the tonnage aforesaid and the rates herein-after mentioned: And as touching the freight to be paid or allowed by the said company, it is agreed, and the said united company, for themselves and their successors, do covenant to and with the said part owners and master, that they the said united company and their successors shall and will, in case and upon condition that the said ship performs her voyage and arrives at London in safety, and the said part owners and master do perform the covenants on their part to be performed, and not otherwise, well and truly pay or allow, or cause to be paid or allowed, unto the said part owners in London, at the times hereafter mentioned, and not before, or otherwise, freight for and upon every ton of goods that shall be brought home in the said ship for account of the said company, to the said port of London, and which shall be delivered into the said united company's warehouses in London, and which shall have been shipped in manner herein mentioned; except the privilege goods of the said master, officers, and ship's company, not exceeding ——— tons, the sum of £—— of lawful money of Great Britain for every ton thereof, and so in proportion for a greater or less quantity than a ton; and for so much of the cargo of the said ship homeward-bound as shall consist of sugar packed in boxes, the said united company shall pay an additional freight of one pound ten shillings of lawful money of Great Britain for every ton of such sugar so packed in boxes, and so in proportion for a greater or less quantity thereof. And to the end the tonnage of the said ship and the freight hereby payable may be the better ascertained, it is hereby covenanted and agreed by and between the parties to these presents, that no claim shall be admitted or allowance made by the said united company for short tonnage or deficiency in loading the said ship in or for her homeward-bound voyage, unless the same shall be represented by the commander in writing to the governor and council, or the company's chief agent at such settlement, and be certified by the said company's presidents, agents or chiefs, and council, or supracargoes respectively, from whence she shall receive her last dispatch, which certificate the said presidents, agents, or chiefs, and council, or supracargoes respectively, shall give to the master for the time being, if reasonably demanded; and also unless such short tonnage be found and made to appear on her arrival in the river of Thames, upon a survey to be taken by four shipwrights, or others, to be indifferently named and chosen by the said united company and the said part owners of the said ship; but no such survey shall be taken, or allowance made, in case bulk should be found to have been broken before demand for such short tonnage is made: Provided also, and it is hereby agreed, that it shall be lawful to and for the said company to send out and bring home, or to

have carried out and brought home, to or from the said East Indies, or elsewhere within the limits allowed as aforesaid, in the said ship, any person or persons that they shall see fit; and the said company shall allow or pay unto the said part owners and master the sum of — sterling for the diet and accommodation of every person so carried out or brought home in the said ship to or from the East Indies, as aforesaid. And it is further agreed, that the part owners and master of the said ship shall not demand of any person licensed by the said united company to take passage on board the said ship to the East Indies, China, or elsewhere, for fresh provisions to be allowed such person in the outward-bound voyage, or for the passage and accommodation of such persons, any greater sum or sums of money, or other gratuity or consideration, than the respective sums allowed, or which from time to time shall be allowed by any orders or regulations of the court of directors of the said united company; and if any thing shall be done contrary to such orders and regulations, the said part owners and master shall pay the penalties and forfeitures thereby inflicted or to be inflicted for the breach thereof: And that the said master, or the master of said ship for the time being, shall receive on board the said ship all such passengers, merchants, and others, as the said company's presidents, agents, or chief factors and council abroad, by writing under their hands, or the hands of the majority of them, shall appoint and direct to take their passage from one port to another, within the limits aforesaid, and transport them accordingly, providing them fitting lodging and room for their provision during their continuance on board: Provided always, that all such passengers, merchants, and others, shall first contract and agree with the said president, agents or chief factor, and council, at the respective places where they shall take shipping, what they and each of them shall allow and pay for their said transportations, lodging, and room and for their provisions; all which sum and sums of money so agreed for, or which the said passengers shall pay, shall wholly be made good and applied to the use of the said united company, and no part thereof to the use of any others whomsoever. And the said part owners and master do as aforesaid covenant, that all and every the passengers that shall at any time be taken on board the said ship from or to England, or carried from port to port in India, shall be civilly and kindly treated and used; and in case any of them shall be abused, assaulted, imprisoned, or ill-treated, the said part owners and master shall for every such offence forfeit to the said company the sum of £50 sterling, to be paid, or, at the choice of the said company, allowed to the said company out of the freight and demurrage hereby payable. And it is also agreed by and between the said parties to these presents, that all passengers received on board the said ship, and carried from one side of India to another only, shall be reckoned and accounted for, in regard to tonnage, at the rate of four passengers to the ton. And to the end that justice may be done, both to the said united company and the part owners and master of the said ship, in case the said ship is stayed or detained by any restraint or embargo by his majesty, his heirs or successors, it is agreed by and between the said parties to these presents, that if by reason of any such embargo or restraint from his majesty, his heirs or successors, or his or their council, secretaries, ministers, or officers, the said ship shall be stayed from proceeding on her intended outward-bound voyage, it shall be in the said united company's power to annul this agreement, and all the covenants and clauses therein contained, and to make and declare the same to be void, upon notice given by the said company, their agents or servants, to the said part owners and master, or any of them, for that purpose; and that upon such notice these presents shall be null and void, upon notice given by the said company, their agents or servants, to the said part owners and master, or any of them, for that purpose; and that upon such notice, these presents shall be null and void; but in such case the said company or their suc-

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Liberty to put Passengers on board out and home.

What to pay for Passengers.

Not to receive more for fresh Provisions than allowed by the Court of Directors.

Penalty.

Liberty to put on board Passengers from Port to Port.

Such Passengers first agreeing with the Presidents, &c. abroad.

Passengers to be civilly treated, under the Penalty of £50.

Tonnage of Passengers from Port to Port.

In case of an Embargo,

the Company may annul this Charterparty.

(On what Condition.

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What Allow-
ance to make
if they do not.

Ship to be laden
home.

Ready to receive
her Cargo.

One-third of her
Builder's Mea-
surement to
consist of Sugar
or Saltpetre,
&c.

6d. per Ton per
Day on the
Builder's
Measurement.

If the Ship is dis-
patched after the
Times herein
inserted

cessors shall allow or pay to the said part owners and master two-thirds of the daily demurrage hereby agreed to be paid to them, which said payment shall be in full satisfaction for the said company's share of the said ship's victuals and wages, from the time of such embargo, at the time of such notice given as aforesaid; and in case the said united company shall not give any such notice, but shall be willing that this charterparty shall stand and remain in full force, that then in such case the said company shall, at the return of the said ship, allow or pay to the said part owners the said two-thirds of the said demurrage per day, for the expence of the said victuals and wages during the time of the said ship's being so embargoed or detained; any thing aforesaid to the contrary notwithstanding. And to the end the said ship's detention and stay in India, and her demurrage for the same, if any shall happen during her present intended voyage, may be ascertained, it is covenanted and agreed by and between the parties to these presents, that if the said ship shall perform her outward-bound voyage, without any delay, occasioned by the said owners, master, or crew, that then immediately on the said ship's arrival at her first consigned port in the East Indies or China, the commander shall give notice thereof in writing to the governor-general and council, or other the company's chief agents at such consigned port; and within fifteen days next following, the said company's master attendant, or other proper person or persons for that purpose to be appointed, shall make a report as to her strength, soundness, and ability, to perform a voyage to London: And if she shall be reported fit so to do, then within forty days next after she shall be so reported to be ready and fit to receive her cargo, the said united company shall and will lade or cause to be laden on board the said ship, at some port or place, ports or places in the East Indies, China, or elsewhere within the said limits, for England, not less than — tons of sugar or saltpetre, or other articles of dead weight, which will sufficiently ballast the said ship, and so much more sugar or saltpetre, or other articles of dead weight, as aforesaid, or of such other goods and merchandizes of any kind as the said united company shall have occasion to bring to England, as may be conveniently and safely taken on board, stowed and brought home, in any part of the said ship under the — deck, so as that sufficient room may be therein reserved under the upper deck for the accommodation of the crew of the said ship, and the stowage of her victuals, provisions, cables, naval and other stores, tackle, and apparel, which is to be determined by the opinion of the master attendant, or such proper officer or person who shall survey the said ship; and so as the said ship shall not draw more water than shall be approved by him; and which opinions shall be binding and conclusive between the said parties. And the said united company further covenant, that they shall and will, within such forty days, as aforesaid, dispatch the said ship to London; or, in default thereof, the said ship shall from thenceforth enter into a demurrage of — day, for so long time as she shall be detained in India, China, or elsewhere within the said limits, in the service and employment of the said united company; which detention shall not exceed the — day of —, which will be in the year of our Lord —. But it is hereby expressly declared and agreed, that the said united company shall not be obliged to load any goods on board the said ship for her homeward-bound voyage, until it shall be reported by the said united company's master attendant, or other proper officer at her loading-port homewards, that the said ship is fit to receive her homeward-bound cargo, nor if loaded in Bengal, until she shall be reported to be abreast the town of Calcutta, where she is to receive all goods to be loaded upon her in Bengal, unless the said company's servants in India shall order to the contrary. Provided always, and it is hereby expressly covenanted and agreed, that if the said ship, in consequence of having been detained by the company, shall be dispatched to England in any year, from the respective places

herein-after named, between the respective times herein-after mentioned (which are hereby declared to be unseasonable times of dispatch), to wit, From the bay of Bengal from the first day of April to the first day of September, for Europe, the — day of — and the — day of — for the coast; from the coast of Coromandel, between the — day of — and the — day of —, and the — day of — and the —, for Europe; from Bombay, between the — day of — and the — day of —, for Europe; from the coast of Malabar, between the — day of — and the — day of —, for Europe; from China, between — day of — and the — day of —, for Europe; and then and in any such cases the said owners shall not be responsible or accountable for any damage that may happen to the homeward-bound cargo, provided it shall be clearly ascertained that the same shall have arisen from the late dispatch, and that due care shall have been used in the stowage of the cargo: Provided also, that if the said ship shall, by written orders from the said company, be detained at any port to stay for convoy, then and in that case the said company shall allow the said part owners and master the said demurrage of — a day before agreed on for every day she shall be so detained after the forty days before mentioned; but no allowance shall be made to the said part owners or master on account of the said ship's keeping company with any other of the company's returning ships; nor shall the said company allow or pay any demurrage for the time the said ship shall take up in amending any defects, or otherwise than is herein specified: And further, if by the time taken up in repairing any defect in the said ship, she should exceed the times of a seasonable dispatch, and it shall thereby become necessary to dispatch her within the unseasonable times herein-before mentioned, the said company shall in such case pay no demurrage for such time so lost by repairing or amending any such defects, and the owners shall be answerable for all damage in like manner as if the ship had been dispatched in due time. And it is hereby agreed, that all such demurrage as shall arise by the said ship's detention in the East Indies, by the order of the said united company, or any their presidents, agents, or factors, shall be paid to the commander of the said ship in the East Indies, if he shall require the same in writing, at the presidencies where the same arose, at the rates of exchange herein-after mentioned; (that is to say), Spanish dollars at five shillings each, Madras pagodas eight shillings each, Bengal sicca rupees at — each, and Bombay rupees at — each, and other coins in proportion according to the respective values thereof. Provided nevertheless, and it is hereby agreed, that in case the said ship does not arrive in safety in the river of Thames, and there make a right delivery of the whole and entire cargo and lading on board the said ship as aforesaid, the said company shall not be liable to pay any of the sums of money herein-before agreed to be paid for freight and demurrage, except as herein is mentioned, nor shall the said company be subject to any demands of the said part owners and master for or on account of the said ship's earnings, in freight, voyages for the said company, or on account of any other employment; any law, usage, practice, or custom to the contrary thereof in anywise notwithstanding. Howbeit it shall be lawful for the said part owners and master to detain to their own use all the impress money agreed to be paid them at Gravesend as aforesaid; and such demurrage as may have been paid abroad as before mentioned: But if the said ship shall arrive in safety, and make such delivery as aforesaid, then it is hereby agreed, that all the freight and all the demurrage which shall have not been paid in India, and which shall grow due according to the terms and conditions of this charterparty as aforesaid, shall become due and payable, and be paid in manner following, and not before or otherwise; (that is to say), the same being estimated and divided into two equal parts, one moiety or half-part thereof shall be paid immediately after the said right,

then Owners not to be answerable for Damage done to the homeward Cargo occasioned by the late Dispatch.

Demurrage for Ship's Detention for Convoy.

No Demurrage to be paid for Time taken in repairing the Ship.

No Freight or Demurrage to be paid till the Ship is safe arrived in the River.

Payment of Freight.

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To be consigned
to any Ports in
India.

[Four-fifths
Builder's Mea-
surement.]

Ship may return
to England after
limited Time,
giving Notice
and Protest.

Proviso to make
the Charterparty
void, if Cove-
nants are broken
by the Part
Owner and
Master before
the Ship leaves
England.

full, and true discharge, into the said company's warehouses and possession, of all the goods and merchandizes that shall have been laden on board the said ship, at any port or place in the said East Indies or elsewhere, for England, during the voyage, on any account whatsoever, and the other moiety or half part, ninety days then next following, or so soon after either of the said times as the said owners shall demand the same: Provided always, and it is hereby declared and agreed, that it shall and may be lawful to and for the said united company to consign the said ship to any port or ports in India with her outward-bound cargo, and for the said company or their servants abroad to direct her to proceed from thence to any other port or ports in India for her homeward-bound cargo, and to cause any goods, wares, or merchandizes, not exceeding ——— tons, or any passengers, to be loaded on board her, from her first port in India to a second port, without paying any freight for the same; but nothing herein contained shall extend to authorize the said company to employ the said ship on any other service in India, save and except the collection of her homeward cargo, and as herein is mentioned. Provided always, and it is hereby covenanted and agreed, that after the said ——— day of ——— the said ship may return for England, and the said company shall not be liable for any further demurrage, or any damage that may accrue by her detention after that time; and in case all or any part of the said ship's lading shall, after the said ——— day of ———, be wanting, yet the said company do agree, that the said ship may then and there return for England, the master having first made legal demand thirty days before his coming away, and due protest, for want of the said lading: Provided always, and it is hereby further agreed, that in case any unavoidable circumstances should arise, in consequence of which any of the said company's governments abroad should see fit to employ the said ship on any public or political service of warfare or otherwise, it shall be lawful for them so to employ her at the risk and expence of the owners; and the compensation for such service shall be determined in India by arbitrators indifferently named by the said company's governments, and by the master and commander of the said ship, previous to the said ship's entering on such service, if they shall differ about the same, and such compensation shall be paid monthly in India, either in addition to or instead of the demurrage herein-before mentioned, as shall be agreed upon or settled; and after such service performed, the said ship shall be entitled to loading home, if she shall be able safely to bring a cargo to London, under and by virtue of these presents, in like manner as if she had not been diverted from the service hereby agreed upon. Provided always, and it is hereby agreed, that if the said part owners and master of the ship shall or do, by their own neglect or default, fail in the performance of all or any the covenants on their part to be performed, before the ship's last departure from England on her outward-bound voyage, that then and in such case it shall be lawful to and for the said united company, upon notice in writing given to the said part owners and master, or either or any of them, to determine this present charterparty, and all and every the clauses and covenants therein (this proviso, and the clauses and covenants herein-after contained, for re-delivering to the said company their goods, and for making satisfaction for their damages sustained and money advanced, only excepted). And it is hereby declared, that upon such notice so given, these presents (except as before excepted) shall be null and void: And in such case, the said ship shall forthwith come as near as it safely can to London, and unlade and re-deliver to the said company all such goods and commodities as the said company may or shall have laden on board, and restore, return, and repay to the said company all such monies as shall have been imprest or paid to the said part owner and master, or on theirs or the ship's account: And shall moreover satisfy and answer all such damages as they shall or

may sustain by reason of their having loaded the said ship, or by reason of the breach of all or any of the covenants on the part of the said part owners and masters to be performed, or otherwise howsoever: Provided, that it is hereby agreed by and between the parties to these presents, that in case the said ship shall, by order of the said united company or the said court of directors, or some committee thereof, or for the necessary refreshment of the mariners of the said ship, or of the soldiers who shall be passengers on board the same, put into any port or place, ports or places in the said outward-bound voyage, that then and in such case the said part owners and master shall be allowed by the said united company after the rate of _____ for each such passenger for each day the said ship shall necessarily remain at any of the said ports or places; but nevertheless such allowance shall not be made, unless it shall be made appear to the said court of directors, or some committee thereof, that the said ship necessarily put into and remained at such port or place for such cause or purpose aforesaid. And it is further covenanted and agreed, that in case the master of the said ship shall, in the course of the said outward or homeward-bound voyage, draw any bill or bills of exchange upon the said united company for the payment of any sum or sums of money borrowed or taken up by the said master at the Cape of Good Hope, or at Batavia or elsewhere, that then and in such case, and as often as the same shall happen, they the said part owners, upon notice of every such bill and bills, shall and will from time to time, and before every such bill shall become due, pay into the treasury of the said united company the full amount of every such bill and bills, in order to enable the said united company to pay and duly discharge the same, and every of them; and in default of the said part owners making such payment into the said united company's treasury as aforesaid, it shall and may be lawful to and for the said united company to pay and discharge every such bill and bills when and as the same shall become due. And they the said part owners shall and will, within ten days after the payment of every such bill and bills, well and truly pay or cause to be paid unto the said united company the full amount of every such bill and bills, together with interest for the same, to be computed from the day of the said company's advancing and paying each and every such sum and sums of money as aforesaid, and until the same and every of them shall be fully paid unto the said united company, notwithstanding the said ship shall or may happen to be lost in the said voyage, and shall not return to the port of London. And it is hereby further agreed, that in case any of the seamen of the said ship shall be employed in the service of the said united company on shore in India, upon the requisition and by the order of any of the said united company's presidents and councils, and shall not be returned to the said ship in due time, whereby the said part owners and master shall be put to the expence of hiring Lascars for the service of the said ship, then and in such case the said united company, over and besides the said freight and demurrage, shall pay the extraordinary expence (if any) the said part owners and master shall be put unto in hiring and employing Lascars in the service of the said ship: Provided always, that the said united company shall not be liable to pay for the expence of supplying the place of any seamen who shall die on shore, or shall desert the service of the said company, or run away from, neglect, or refuse to return to the said ship, or for any seaman who shall be pressed into or employed in his majesty's service in India. And it is also agreed, that in all cases in which the said company is either to receive or pay interest under any of the clauses in these presents, and in all cases in which the said company shall be liable to pay interest in default of making any payment of freight or demurrage or other earnings of the said ship at the stipulated periods, such interest shall be computed at and after the rate of five per centum in time of war, and four per centum in time of peace. And it is hereby further declared and agreed by and between the

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Owners to account for all Damages.

Allowance for Soldiers if the Ship touches at Places for Refreshment.

Company to be repaid Bills of Exchange with Interest though the Ship be lost.

Company to pay for the Hire of Lascars in the room of Seamen employed in India.

Vol. III. Ch. IX. said parties to these presents, and the said united company for themselves and their successors do covenant to and with the said part owners and master, that they the said united company and their successors shall and will pay or allow, or cause to be paid or allowed to the said part owners in London, over and above the several freights and payments herein-before agreed to be paid and made, the sum of one pound five shillings of lawful money of Great Britain for every ton of the said ——— tons, for the bounty, and all expences of obtaining seamen and manning the said ship: Also all such sums as the said part owners and master shall be obliged to pay as wages to the seamen employed during the course of the said voyage, exceeding the rate of twenty-six shillings per month, and not exceeding the rate of forty-five shillings per month for each seaman; and also the sum of ——— pounds per ton, to be computed on the said ——— tons for which this ship is freighted, for the difference of the war expences of the outfit of the said ship, the difference of the war premium of insurance, additional expences in clearing homewards, and the new convoy duty, and every other contingency and expence whatsoever arising from the war; all which said payments shall be made at the respective times and upon the conditions herein-after mentioned; that is to say, the said payment of one pound five shillings per ton in respect of manning the said ship, shall be paid immediately after the said ship's sailing and last departure from England on the said voyage: And in case the said ship shall be lost before her last departure from England, then the said part owners shall be paid and allowed such expences as they shall actually have incurred in respect of manning the said ship, not exceeding the said sum of one pound five shillings per ton, the said additional wages beyond twenty-six shillings per month (if any shall arise), shall be paid at the same time with the payments of the wages herein-before mentioned, after the said ship's return from the said voyage; and the sum of one pound ten shillings per ton, part of the said sum of ——— per ton, shall be paid on the ship's arrival at Gravesend outwards, and ——— per ton, other part of the said ——— per ton, shall be paid at the expiration of eighteen calendar months from the said ——— day of ———, if the said ship shall be then afloat, or if not then afloat, then at the expiration of eighteen calendar months from the day on which said ship shall come afloat, to proceed upon the voyage as herein-before mentioned, or immediately on the arrival of the said ship at her moorings in the river Thames, homeward-bound, whichever shall first happen, such payment to be made although the said ship may be lost or taken in the course of the voyage, and ——— per ton, residue of the said sum of ——— per ton, shall be paid only upon condition that the said ship shall perform her voyage in safety, and in that case the same shall be paid immediately on the ship's arrival at her moorings in the river Thames. And it is hereby declared and agreed, that the several payments herein-before agreed to be made and allowed to the said part owners are accepted and received by them in full discharge and satisfaction of all claims and demands upon the said company and their successors, in respect of the said voyage, for every contingency of the war, and otherwise howsoever: Provided always, that in case the said ship shall be burnt or lost after the said ——— day of ———, or the day on which she shall come afloat as aforesaid, whichever shall last happen, and before she shall be fully equipped, rigged, stored, or victualled, then and in such case there shall be deducted from the payment of ——— per ton, herein-before mentioned, a fair and just sum in respect of so much of the expence of the equipment, rigging, storing, or victualling, as shall not then have been incurred. And the said part owners and master, for themselves and the rest of the part owners of the said ship, and their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said united company, their successors and assigns, that if a peace shall be made or agreed upon, or any other circumstance shall take place

before the ship's last departure from England, whereby the price of stores, provisions, wages, insurance, or other matter relative to the outfit of the said ship shall be reduced, then the said part owners shall pay or allow to the said united company or their successors, out of the payments on the part of the said united company agreed to be made to the said part owners, so much as the difference between the expence of the outfit of the said ship would cost the owners, according to the present prices of the articles of outfit, and the actual expence of the outfit, according to the reduced prices such articles or any of them shall amount to. And to the performance of all and singular the covenants, grants, articles, payments, and agreements above-written, which, as well on the part and behalf of the said united company and their successors, as on the part and behalf of the said part owners and master, their executors and administrators respectively, well and truly to be holden, paid, kept, and performed in all things as above, the said part owners and master bind themselves jointly and severally, their joint and several heirs, executors, and administrators, and the ship aforesaid, with the freight, tackle, boats, and apparel of the same, unto the said united company and their successors: So nevertheless and provided, that the company shall not have, exact, or receive from the said part owners, by or from all or any of the aforesaid penalties, any sum or sums of money exceeding the value of the ship and appurtenances, her freight, demurrage, and earnings, and the master's private trade. And the said united company do also bind themselves, their successors and assigns, to the said part owners and master, their executors and administrators. In witness, &c. (1)

	Men.	Boys.
Complement.		

Charterparty for
a Ship let to
Freight in the
Transport
Service. (2)

It is covenanted, concluded, and agreed upon, this — day of —, in the year of our Lord one thousand eight hundred and —, and in the — year of the reign of our sovereign lord George the third, by the grace of God, of the united kingdoms of Great Britain and Ireland king, defender of the faith, &c., by and between —, on behalf of the owners of the good ship or vessel called the — of —, whereof — is now master, of the burthen of — tons, register tonnage, now riding in the river Thames, of the one part, and the commissioners for his majesty's transport service, for and on behalf of his majesty, on the other part, in the manner following; that is to say, the said — for and on behalf of — and all and every of the part owners of the said ship or vessel, — granted, and to hire and freight letten, and by these presents — grant, and to hire and freight let, the said ship or vessel to the said commissioners, to receive on board, at such port or ports as shall be directed, all such soldiers, horses, women, servants, arms, ammunition, provisions, stores, or whatever else as shall be ordered to be put on board her, and proceed therewith to such port or ports as shall be required; and after having landed the said soldiers, horses, and stores, to receive on board such others, with their baggage, &c. as shall be put on board her, and proceed therewith as shall be directed; the ship to continue in pay for — months certain,

(1) N. B.—This charterparty being only printed as an outline, agreeably to the advertisement; for receiving tenders, the clauses relating to war, and war contingencies, will be subject to alteration from voyage to voyage.

(2) Montefiore, 233.

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and after that, for so long time as they the said commissioners shall require, and until they or agents authorized by them shall give notice of discharge, such notice of discharge to be given at Deptford or Portsmouth, as may be most convenient to his majesty's service, and after the ship's arrival at one of those places.

And the said commissioners, for and on behalf of his majesty, have hired or retained the said ship or vessel for the said time and service accordingly. Item, the said ——— covenant, promise, and agree, that the said ship or vessel be strong, firm, tight, staunch, and substantial, both above water and beneath, and (if required) sheathed; and shall and will sail forthwith to or near Deptford (wind and weather permitting) equipped, fitted, furnished, and provided with masts, sails, sail-yards, anchors, ropes, cords, tackle, apparel, also with two proper boats, and gratings to her hatchways, necessary for such a service; and also with furniture and all other materials and things necessary, proper, convenient, and fitting for such a ship or vessel, for her intended service; and not to have less than three large cables, one hundred and twenty fathoms each, or so many together as will make up three hundred and sixty fathoms, and one steam cable, all in good condition, and to have all proper sails, and not less than two main-sails, two main-top-sails, two fore-sails, and two fore-top-sails, with a complete set of small sails; and also to be manned in proportion to ——— to one hundred tons, fit and capable to manage and sail her; and shall have at least six carriage guns mounted, not less than three pounders, and six swivels, and be provided with powder and shot, not less than twenty rounds of each for each gun, and all other things necessary and answerable thereunto, with a proper place or magazine for the security of the powder; as also with good and wholesome victuals sufficient for the said men during the said service and employment; and the whole number of men to be constantly on board, and a regular book kept of their entries and discharges: And the said ship or vessel shall in like manner be furnished and provided, at the cost and charge of the owners, with coppers or furnaces for the boiling and dressing of provisions for such a number of soldiers as shall be ordered and directed to be received on board; and also with cans and pumps for serving the said soldiers with beer and water in their voyage, as well as with platters, spoons, candles, and lanthorns; and also a proper number of pumps and buckets for drawing and serving water to such a number of horses in their passage as shall likewise be ordered to be received on board the said ship or vessel. Item, the said master shall and will receive and take on board the said ship or vessel, from time to time, such a number of soldiers, horses, provisions, provender, or any kind or sort of naval and victualling stores, recruits, and whatever else there shall be occasion for, for the service of his majesty, as he shall be directed and required, and as he can reasonably stow and carry; and shall and will therewith proceed and sail to such port, place or places, under convoy, as the said commissioners or the officer in chief, whose command he shall be under, shall order and direct, landing and delivering the same accordingly; and so from time to time during her continuance in the said service; in performance of which the said master and his men, with his boats, shall be aiding and assisting to the utmost of their power. Item, the said master shall and is hereby obliged to give and sign receipts, bills of lading, or other proper indents, for what he shall receive on board (men and horses excepted), and be accountable for the same, who likewise is hereby obliged to keep a true log-book of the wind and weather, and other remarkable observations; and at the end and determination of the said service, to deliver the same into the transport-office, upon oath, if required; together with all orders and instructions that he shall receive; and upon the arrival of the said ship or vessel at any port or place whatsoever, he also shall, by the first opportunity, send immediate notice thereof to the said commissioners. In con-

The Owners are to fit the Long-boat with two fore and aft Carlings, and a Carriage with a Spindle, on which one of the Guns of the Ship is to be mounted; and a Magazine Chest, agreeable to a Model to be seen at the Transport-office, Deptford.

All additional Ammunition for the above six Guns, required by the Commissioners of the Transport-office to be provided, to be paid for by them, and to be allowed Gun Money as usual

sideration of which covenants, conditions, and agreements hereby to be performed by the said ——— on behalf of the owners, the said commissioners do covenant and promise, for and on behalf of his majesty, that the said ——— executors, administrators, or assigns, shall be allowed and paid for the hire and freight of the said ship or vessel, the sum of £——— a ton each calendar month, with the interest on transport-office bills added thereto, for the number of tons above mentioned, for so long a time as the said ship or vessel shall be continued in his majesty's said service; which freight or pay shall commence upon producing a certificate from the proper inspecting officer or officers belonging to the transport-office, of the said ship's being completed, fitted, victualled, manned, and provided with proper necessaries and stores for the ship and company, so far as is incumbent on the owners to provide, ready to sail, and fit to proceed on their part when required; and the same shall also cease and determine at the time of her discharge, on the conditions before mentioned. And the said commissioners do further agree, that the said ——— shall, on signing and sealing hereof, have and receive a bill of imprest, made out and registered for two months' freight, upon account and in part of payment, according to the rate and tonnage aforesaid, it being certified as aforesaid by the said officers, that the said ship or vessel is ready to proceed on his majesty's service; and after the said ship or vessel shall have been in the service six months, and the said ———, or the owners or master, shall have produced to the said commissioners a certificate, to the effect contained in the margin hereof, from the commanding or senior officer of his majesty's ships, or agent for transports, under whose orders or directions such ship or vessel shall happen to be, if there shall be such an officer or agent, ——— the said ——— shall have and receive a bill of imprest, made out and registered for two months' freight more; and after the said ship or vessel shall have been in the service ten months, and the said ———, or the owners or the master of the said ship or vessel, in behalf of the owners, shall have produced to the said commissioners a like certificate thereof as before, the said ——— shall have and receive a bill of imprest, made out and registered for two months' freight more; and a further payment of two months, whenever eight months shall be due, leaving always six months pay in arrear for the security of government, during the ship's continuance in the said service; which arrear shall be paid, on passing accounts, after discharge of the said ship or vessel, by bills payable according to the usual custom of the transport-office; and such payments to be made, on producing from time to time such certificates as aforesaid, not only of the service of the said ship or vessel during the times aforesaid, but also, that the same was safe at the expiration of the times of such service respectively. Provided nevertheless, and it is agreed between the said parties, that upon the loss of time, breach of orders, or neglect of duty by the said master, or from the ship's inability to execute or to proceed on the service on which she may be employed, being made appear, the said commissioners shall have free liberty, and be permitted to mulct or make such abatement out of the freight and pay of the said ship or vessel, as shall be by them adjudged fit and reasonable. And it is further covenanted and agreed, that if the said ship or vessel shall happen to be burnt, sunk, or taken by the enemy, in and during the aforesaid service, and it shall appear to the said commissioners that the same did not proceed through any fault, neglect, or otherwise, in the master or ship's company, and that they made the utmost defence they were able, the value of her shall be paid for by his majesty according to the appraisement made hereof, on oath, by officers of the said commissioners, reasonable wear and tear first deducted. And lastly, it is declared and agreed, that the officers shall be accommodated with the great cabin and other cabins of the ship, except the cabin which the agent for transports on board may reserve for himself, and also a proper

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for all additional Guns the Owners shall find, and for the Ammunition for the said additional Guns, above the Proportion mentioned for the six in Charter-party. The Number of additional Guns to be limited by the Transport Board, and no Allowance to be made for any that are put on board without their Consent and Order.

The Form of Certificate.—
 "These are to certify the Commissioners for conducting His Majesty's Transport Service, that the ——— Transport ——— Master, ——— Tons, is at this time in His Majesty's Service, fit for the Service employed upon, and complete, according to Charter, in Men and Stores; and, that the Master has behaved himself properly, and was always obedient to Command during the time he has been under my Direction.
 Given under my Hand," &c.

Vol. III. Ch. IX. cabin for the master, and a small one for the mate; and that the gun-room, fore-castle, and steerage, or such part thereof as shall be necessary, be reserved for lodging the seamen.

To the true performance and keeping all and every the covenants, conditions, and agreements above mentioned, on the part and behalf of the said ——— to be kept, done, and performed, ——— the said ——— will ——— heirs, executors, and administrators, and the said ship or vessel, with her tackle, apparel, ammunition, freight, and furniture, unto the said commissioners for and on behalf of his majesty, in the penalty or sum of five hundred pounds of lawful money of Great Britain, to be recovered and paid by these presents. In witness whereof, ——— the said ——— set ——— hand and seal to one part hereof; and to the other part hereof, the said commissioners for and on his majesty's behalf have signed their names, and caused the seal of the transport-office to be affixed, the day and year above written.

——— enters into pay the

Signed, sealed, and delivered, (being first duly stamped) in the presence of ———.

Agreement for Freight to a Place, between one that has a Charterparty for a certain Number of Tons, to a Merchant for Part of that Number. (1)

Whereas A. B. of, &c., master of the ship or vessel called the Justina, of the burthen of 300 tons or thereabouts, hath by charterparty dated the ——— day of ——— instant, let unto C. D. of, &c., ——— tons of the said ship's tonnage for her intended voyage to Martinique, and thence to Leghorn, to be laden with ——— within the time and in manner as in the charterparty is mentioned, for which the said C. D. is to pay ——— per ton for freight, and primage and average as accustomed, as thereby relation being thereunto had may appear: Now these presents witness, that the said C. D. doth hereby let unto E. F. of, &c., merchants, ——— tons of the said ——— tons of the said ship's tonnage to him letten by the said recited charterparty, to be laden with ——— by the said E. F. at the time and in manner and at the same rate for freight as the said C. D. is by the said charterparty obliged, and hath hereby covenanted to load and pay for the same; and the said E. F. doth therefore hereby for himself, his executors and administrators, covenant and agree to and with the said C. D., his executors and assigns, that he the said E. F., his executors, factors, or assigns, shall and will at Martinique lade the same ——— tons of ——— on board the said ship to him thereby letten, and unlade the same at Leghorn, within the respective times limited and appointed by the said charterparty, and will pay freight for the same, and all other payments to the said master of the said ship, his executors or assigns, at Leghorn, and perform all matters in respect thereof at the same times and in manner as in the said charterparty is mentioned and ought to be done and performed by the said C. D.; and thereof and therefrom, and from all actions, suits, payments, costs, charges, and damages by reason thereof, and shall and will discharge and keep harmless the said C. D., his heirs, executors, and administrators, and every of them. In witness, &c.

Agreement for Tonnage on a Ship's returning Home. (2)

This agreement made, &c., between A. B. of, &c., of the one part, and C. D. of, &c., of the other part, witnesseth, that he the said A. B. for the considerations herein-after mentioned, hath granted and letten to freight unto the said C. D., and that the said C. D. hath hired of and from the said A. B., the lading of sixty tons of goods, wares, and merchandizes, as the said

(1) Montefiore, 20.

(2) Montefiore, 20.

C. D., his factors or assigns, shall think fit, ——— and ——— only accepted, to be laden on board the ship or vessel called the *Justina*, whereof E. F. is commander, at Bridgetown in the island of Barbadoes, within ——— days next after the said ship shall be capable to stow in cotton wool in Bridgetown aforesaid for her homeward lading, the said ship being now bound out on a voyage thither, and from thence directly to the port of Leghorn, to discharge and end her said intended voyage. In consideration whereof the said C. D. for himself, his executors and administrators, doth covenant, promise, and agree to and with the said A. B. his executors and assigns, by these presents, not only within the ——— days to be computed as aforesaid, to lade or cause to be laden on board the said ship at Bridgetown aforesaid, the said sixty tons as aforesaid, but also well and truly pay or cause to be paid unto the said A. B., his executors or assigns, in Leghorn, freight for each several tons thereof, the sum of ——— of lawful, &c., whether laden or not laden, to be paid in manner following; (that is to say), one half or moiety thereof within ——— days next after the return and discharge of the said ship at the port of Leghorn, and the other half or moiety thereof within two months then next following, together with average and primage accustomed, and to the true performance, &c. In witness, &c.

It is hereby agreed &c. between A. B., for and on the part and behalf of C. D. of, &c., master of the ship or vessel called the *Justina*, of the burthen of 300 tons or thereabouts, now at M., of the one part, and the several persons who have signed and sealed these presents, merchants of London, of the other part; as followeth, viz., The said A. B. doth hereby covenant and agree to and with the said several merchants, that the said ship shall sail with the first West India convoy from M. in N., and there take in the several quantities of ——— or other goods, wares, and merchandizes which the said merchants shall respectively subscribe for, with their names hereto, within the time of the convoy's stay there, and return with the said convoy to the river Thames, and deliver and end her voyage, at the rate of ——— per ton for ———, and ——— per ton for ———, and other goods, wares, and merchandizes, accounting the tonnage thereof as usual, with average and primage as accustomed. (Here may be added a covenant to pay the freight.) And that the said master shall within — after the date thereof, execute in due form of law a charterparty to the said merchants of the said ship, for performing the said voyage, according to the true intent and meaning of these presents. One part of the said charterparty the said merchants do also severally agree at the same time to seal and execute to the said master. In witness, &c.

Agreement for Freight from a Place, (the Ship to sail with a Convoy) and to execute a Charterparty. (1)

On this ——— day of ——— in the year ———, at the request of A. B. and C. D. of ———, I, J. M. of, &c., notary public, &c., went on board the ship or vessel called the ———, whereof E. F. is master, now lying in ———, and presented and exhibited to the said E. F. a memorandum of an agreement by him entered into and duly executed with the said A. B. and C. D., setting forth the particulars of an intended charterparty, to be signed and executed by him the said E. F. of the one part, and the said A. B. and C. D. of the other part, and demanded of him the fulfilling of the said memorandum of agreement, and to execute and sign the charterparty made and drawn according to the said memorandum of agreement, and which I then exhibited and presented unto him, and upon his refusing to do the same, asked him the reason for such refusal, whereunto he answered (the answer given), which answer not being satisfactory, I the said notary at the request aforesaid have protested, and by these presents do solemnly protest, as well against the said E. F. as all others

Protest for not executing Charterparty, according to Memorandum of Agreement. (2)

(1) Montefiore, 21.

(2) Montefiore, 890.

Vol. III. Ch. IX. whom it shall or may concern, for all damages, costs, charges, expences, or loss, that may any ways be sustained by or arise to them the said A. B. and C. D. on account of the said E. F. not fulfilling his said memorandum of agreement, and signing the said charterparty, and not having his vessel ready to proceed and sail on the voyages therein mentioned. This done, &c.

Protest for refusing to sign Bill of Lading for Goods shipped at the Freight contracted. (1)

By this public instrument of protest, &c., That on, &c., before me, I. M., notary public, &c.; personally came and appeared A. B. of, &c., who declared, and by these presents doth declare, that on the — day of — instant, he this declarant did agree with C. D. master of the ship called the — bound out and from this port of — for — in — to ship on board the said ship for — aforesaid — of —, and to pay for the same at and after the rate of — per ton, accounting — foot square to a ton. And that he the said declarant did accordingly ship on board the said ship the —, the said — of —, and did afterwards exhibit to the said C. D. the receipt given by the chief mate of the said ship for the said — of —, when the same was received on board the said ship, and required him to sign bills of lading for the same pursuant to the said agreement; but the said C. D. master of the said ship the — refused to sign such bills of lading, demanding that the said declarant (as the case may be) should pay for the freight of the said — of — by the —, contrary to the agreement above-mentioned. And therefore the said declarant required me the said notary to protest against the said C. D. for his not performing his said agreement, and for refusing to sign bills of lading pursuant thereto, and for all loss, damage, and detriment that may be sustained by reason thereof, whereupon I the said notary in company with the said A. B. went to the said C. D. and demanded and required him to sign bills of lading for the said — of — shipped on board his said ship by the said A. B., and to insert therein that the freight should be paid for the same at the rate of — per ton, according to their said agreement, to which the said C. D. answered (the answer given); which answer not being satisfactory, I the said notary did declare that I would protest, and by these presents (at the request aforesaid), do solemnly protest, as well against the said C. D. as against all others whom it doth or may concern, for all loss, damage, and detriment which may happen or be sustained for or by reason or means of the said C. D. refusing to sign bills of lading for the said — of — pursuant to the agreement above mentioned, and for what else can or ought to be protested concerning the premises, to be recovered in time and place convenient. Whereof act, &c.

Protest of Demurrage. (2)

By this public instrument of protest, &c., That on, &c., before me, I. M. notary public, &c., personally came and appeared A. B. of, &c. mariner, master of the ship or vessel called the — of the burthen of — or thereabouts, now lying in —, who declared, that whereas he the said A. B. had by charterparty bearing date the — day of — last past let the said ship to freight to Messrs. C. D. and Co. of — for a voyage from — aforesaid to this port of —: And whereas in pursuance of the said charterparty, he the said appearer took on board his said ship at — aforesaid, from the said Messrs C. D. and Co., — of —, and from thence proceeded therewith directly to this port of —, where he arrived at — in the — of — on the — day of — instant, and hath since lain there — running days in order to unlade the said ship pursuant to the said charterparty: And whereas by a bill of

lading, dated at ——— aforesaid, the ——— day of the said month of ———, the said C. D. and Co. did consign to Messrs. E. F. of ——— merchants, ——— and ———, marked as in the margin; and the said appearer in consequence thereof immediately gave notice of his arrival at ——— in the ——— of ——— to the said Messrs. E. F. and Co., and hath requested them to receive and take out of the said ship the said ——— and ———, and to pay the freight and customs for the same, which they hitherto have refused or delayed to do, to the great damage and detriment of the said appearer and his said ship. And therefore the said appearer required me the said notary to protest, as by these presents I do most solemnly protest, as well against the said E. F. and Co., as against the said C. D. and Co., and all others whom it doth or may concern, for breach of the said charterparty, and for all demurrage, damage, loss, detriment, and prejudice already suffered and sustained, or to be suffered and sustained by him the said appearer, and the owners of the said ship, for or by reason or means of the said E. F. and Co. not having entered and taken out the said ——— and ———, and paid the freight and customs for the same, according to the contents of the said charterparty and bill of lading, and for what else the said appearer can, may, or ought to protest, to recover all the same in time and place convenient. Of all which act, &c.

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By this public instrument of declaration and protest, be it known unto all whom it may concern, That on, &c., before me, I. M. of, &c., notary public, &c., ——— personally came and appeared A. B. and C. D. of, &c., who declared, that whereas E. F., master of the ship or vessel called the ———, of the burthen of ——— tons or thereabouts, had by charterparty under the hand and seal of him the said E. F., bearing date the ——— of ——— instant, let the said ship unto the said appearers for a voyage with her to be made from this port of ——— to ——— in ———. And whereas in the said charterparty, among other things it was agreed that the said E. F. would depart with the said ship out of the ———, wind and weather permitting, on or before the ——— day of ——— instant, in order to proceed on the said voyage: And whereas they the said appearers having fully loaded the said ship (as the case may be) have several times since the ——— day of ——— instant ordered and required the said E. F. to depart and sail with his said ship, out of the said ——— in order to proceed on her said voyage: And notwithstanding the said orders, he the said E. F. hath hitherto neglected and refused, and delayed to proceed on the voyage aforesaid, in manifest breach of the said charterparty; therefore they the said appearers requested me the said notary to protest, as by these presents I do most solemnly protest, as well against the said E. F. as all others whom it may or doth concern, for breach of the said charterparty in not sailing out of the said ——— to proceed on the said voyage on or before the said ——— day of ——— instant, and for all costs, loss, damage, and detriment which they the said appearers have already suffered or sustained, or shall or may hereafter suffer or sustain by reason of the said ship not departing and proceeding on her voyage as aforesaid, and for otherwise howsoever, and for what else the said appearers can, may, or ought to protest, to recover all the same in time and place convenient; Whereof act &c.

Protest for
Breach of Char-
terparty. (1)

Shipped by the grace of God in good order and well-conditioned by D., &c. in the good ship called the ———, whereof is master under God for this present voyage C. D., and now riding at anchor in the river Thames, and by

Bill of Lading
usually adopted
on receiving

Vol. III. Ch. IX. **God's grace bound for Buff bay, Jamaica, to say, five boxes containing merchandize on account and risk of Mr. T. J., being marked and numbered as in the margin, and are to be delivered in like good order and well-conditioned at the aforesaid port of Buff bay, (the act of God, the king's enemies, fire, and all and every other dangers and accidents of the seas, rivers, and navigation, of whatever nature and kind soever, save risk of boats, so far as ships are liable thereto, excepted) (1) unto Mr. T. J., &c. &c. In witness, &c.**
Goods home-wards from West India Islands, with comprehensive Exception of Risks. (1)
J. S.

Bill of Lading in usual Form. (2) Shipped by the grace of God in good order and well-conditioned by — in and upon the good ship called the —, whereof is master under God for this present voyage —, and now riding at anchor in the —, and by God's grace bound for —, to say —, being marked and numbered as in the margin, and are to be delivered in the like good order and well-conditioned at the aforesaid port of — (all and every the dangers and accidents of the seas and navigation, of whatever nature and kind soever, excepted) unto him — or to — assigns, he or they paying freight for the said goods, —, with primage and average accustomed: In witness whereof, the master or purser of the said ship hath affirmed to — bills of lading, all of this tenor and date, the one of which — bills being accomplished, the other — to stand void; and so God send the good ship to her desired port in safety, Amen. Dated in —.

The like in another Form. (3) Shipped by the grace of God in good order and well-conditioned by — in and upon the good ship called the —, whereof is master under God for this present voyage —, and now riding at anchor in the —, and by God's grace bound for —, to say —, being marked and numbered as in the margin, and are to be delivered in the like good order and well-conditioned at the aforesaid port of — (all and every the dangers and accidents of the seas and navigation, of whatever nature and kind soever excepted) unto — or to — assigns, freight for the said goods being paid, with primage and average accustomed: In witness whereof, the master or purser of the said ship hath affirmed to — bills of lading, all of this tenor and date, the one of which — bills being accomplished, the other — to stand void; and so God send the good ship to her desired port in safety, Amen. Dated in —.

Bill of Lading of Goods from Virginia to Liverpool, with Exceptions only as to Dangers of Seas. (4) Shipped, &c. by E. and T. D. of Petersburg in Virginia, in the ship Friendship, W. W. master, and now lying in Norfolk, and bound to Liverpool, viz. 72 hogsheads of tobacco, to be delivered, &c. at the said port of Liverpool (the damages of the seas only excepted) unto Mr. D., or to his assigns, he or they paying freight for the said goods, six guineas per hogshead, with 5 per cent. primage. In witness, &c. Dated at Norfolk, 25th Sept. 1799.

Bill of Lading engaging Ship shall go with Convoy. (5) Shipped, &c. in and upon the good ship called the Jane, whereof is master, &c., and now riding at anchor in the river Douro, and by God's grace bound for London with convoy, to say, 100 pipes, &c., and are to be delivered, &c., all and every the dangers, &c. unto order, or to assigns, &c.

(1) 1 Brod. & Bing, 455, Montef. 112. In the above case the court considered the latter part of the exception badly framed; see ante, 3 vol. 401., note 4.

(2) Montefiore, 111.

(3) Montefiore 112.

(4) See form, 1 East 507.

(5) This amounts to an undertaking to sail with convoy, 4 Campb. 54, 5.

"All goods shall be considered subject to a lien ; not only for the freight of such particular goods, but also for any general balance due from their respective owners," or "that all goods from whomsoever received, or to whomsoever belonging, shall be subject to a lien, not only for the freight of the particular goods, but also for any general balance that may be due from the person to whom they are consigned or addressed."

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Stipulations for
a general Lien
for Freight. (1)

We, A. B. and C. D. of, &c., being, by virtue of a certain writing under the hands and seals of the master and freighters of the ship or vessel called the *F.*, of the burthen of — tons or thereabouts, at anchor in the river Thames, and lately arrived from Kingston in the island of Jamaica, dated the — day of —, requested, ordered, and empowered to adjust and settle the value of the goods and merchandizes thrown overboard in the storm and bad weather which the said ship met with in her homeward-bound voyage, with the freight for the same, and of the goods remaining on board, and of the ship as she now is, with her freight, and of the ship's main-mast cut in the storm for the preservation of the ship, do declare our valuation of the premises as followeth. In witness, &c.

Valuation of
general Average
on Goods
thrown over-
board in a
Storm. (2)

(1) See 5 Barn. & Ald. 851., and ante, 3 vol. 418.

(2) See Montefiore, 407; ante, 3 vol. 433, 438.

CHAP. X.

Policies of Insurance, &c.

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Messrs. B. and W.

London, 19th September 1814.

Instructions to
Brokers to effect
an Insurance. (1)

Gentlemen,—Please insure for me, per the Sally, Jones, from Hull to Seville, on seven bales woollens, as at foot, £666, also £230 more on goods, making together £896, at six guineas per cent., to return £40; and per Speculation, Mohlin, from Hull to Gottenburgh, on woollens, £1000, at one guinea and a half per cent.

I am, Sirs,

Your most obedient servant,

J. C.

*Marks and Numbers
of the Goods.*

The Speculation sailed 10th instant, and the Sally, I believe, was ready to sail on the 13th instant.

Valued Policy
on Goods on
board foreign
Ship, on Voyage
from Landscrona
to Stockholm,
with liberty to
touch and finish
loading at
Hagenas.
£5000, de-
livered the 14th
day of April
1819. (8)

In the name of God, amen. G. C. (2), as well in *his* own name, as for and in the name and names of all and every other person or persons to whom the same doth, may, or shall appertain, in part or in all, doth make assurance, and causeth *himself* and them, and every of them, to be insured, lost or not lost, at and from *Landscrona to Stockholm* (4), (*with leave to touch and finish loading at Hagenas* (5)), upon any kind of goods and merchandizes, and also upon the body, tackle, apparel, ordnance, munition, artillery, boat and other furniture, of and in the good ship or vessel called the *La Confidencen* (6), whereof is master, under God, for this present voyage, *Johanssen* (6), or whosoever else shall go for master in the said ship, or by whatsoever other name or names the same ship, or the master thereof, is or shall be named or called, beginning the adventure upon the said goods and merchandizes from the loading thereof aboard the said ship, at *Landscrona*, upon the said ship, &c. and so shall continue and endure, during her abode there, upon the said ship, &c.: And further, until the said ship, with all her ordnance, tackle, apparel, &c. and goods and merchandizes whatsoever, shall be arrived at *Stockholm* upon the said ship, &c., until she hath moored at anchor twenty-four hours in good safety, and upon the goods and merchandizes until the same be there discharged and safely landed. And it shall be lawful for the said ship, &c. in this voyage, to proceed and sail to, and touch and stay at any ports or places whatsoever, *without being deemed a deviation, and without prejudice to this insurance.* The said ship, &c., goods and merchandizes, &c., for so much as concerns the assureds, by agreement between the assureds and assurers in this policy, are and shall be valued at £5840, upon goods (7), to pay average on each separate species, as per specification annexed, and valued at that sum (8). Touching the adventures and perils

(1) See form, 4 Camp. 350.

(2) As to names, ante, 3d vol. 461. The parts of this precedent in print are in the usual printed form; those parts in *Italic* depend on the circumstances of each case, and are usually written.

(3) As to date, ante, 3d vol. 503.

(4) As to the voyage insured, see ante, 3d vol. 462.

(5) As to liberty to touch, &c., ante, 3d vol. 469.

(6) As to the name of ship and master, see ante, 3d vol. 488.

(7) As to subject-matter of insurance, ante, 3d vol. 480.

(8) It is the insertion of these words which constitutes what is termed a valued policy, see ante, 3d vol. 481. 529.

which we the assurers are contented to bear, and do take upon us in this voyage; they are of the seas (1), men of war, fire, enemies, pirates, rovers, thieves, jettizons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people, of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the said goods and merchandizes, and ship, &c., or any part thereof. And in case of any loss or misfortune, it shall be lawful to the assureds, their factors, servants, and assigns, to sue, labour, and travel for, in and about the defence, safeguard, and recovery of the said goods and merchandizes, and ship, &c., or any part thereof, without prejudice to this insurance; to the charges whereof we the assurers will contribute each one according to the rate and quantity of his sum herein assured (2). And it is agreed by us the insurers, that this writing or policy of assurance shall be of as much force and effect as the surest writing or policy of assurance heretofore made in Lombard-street, or in the Royal Exchange, or elsewhere in London. And so we the assurers are contented, and do hereby promise and bind ourselves, each one for his own part, our heirs, executors, and goods, to the assureds, their executors, administrators, and assigns, for the true performance of the premises, confessing ourselves paid the consideration due unto us for this assurance, by the assured (3) ———, at and after the rate of *two pounds per cent.*

In witness whereof, we the assurers have subscribed our names and sums assured in London.

14th April 1819.

N.B.—Corn, fish, salt, fruit, flour, and seed, are warranted free from average, unless general, or the ship be stranded. Sugar, tobacco, hemp, flax, hides, and skins, are warranted free from average, under five pounds per cent., and all other goods; also the ship and freight are warranted free of average, under three pounds per cent., unless general, or the ship be stranded. (4)

The Subscription. (5)

£300. J. H. R. for R. M. three hundred pounds, 14th April 1819. 100, J. C.

£300. W. K. for S. M. three hundred pounds, 14th April 1819.

£300. F. C. per J. F. three hundred pounds, 14th April 1819.

£200. R. L. two hundred pounds, premium received, 14th April 1819.

£200. E. S. by J. B. two hundred pounds, prem. received, 14th April 1819.

£200. J. B. two hundred pounds, premium received, 14th April 1819.

&c. &c. Here follow other names.

Invoice.

The goods insured by this policy, and shipped at Landsrona, are as follows:



No. 1. 12 chests indigo, R. D. B^{co} - 16,200

2. 1 do. qt. 150 pieces chintz - 4,500

(Here other goods were enumerated.)

All sealed at Landsrona with the royal custom-house seal, and the whole valued at £5,840.

(1) As to the several losses, ante, 3d vol. 490 to 501.

(2) As to this stipulation, see ante, 3d vol. 501, 2.

(3) As to this admission, ante, 3d vol. 502.

(4) As to this memorandum, ante, 3d vol. 508.

(5) As to the subscription, ante, 3d vol. 508.

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Policy on Ship
and Goods by the
Royal Exchange
Assurance
Company.

S. G. } S. G. No.
N. } L.

By the corporation of the Royal Exchange Assurance.

In the name of God, Amen. ———, as well in ——— own name as for and in the name and names of all and every other person or persons to whom the same doth, may, or shall appertain, in part or in all, doth make assurance, and causeth ———, and them and every of them, to be assured, lost or not lost, ——— upon any kind of goods and merchandizes whatsoever, loaden or to be loaden, and also upon the body, tackle, apparel, ordnance, munition, artillery, boat, and other furniture, of and in the good ship or vessel called the ———, ——— burthen or thereabouts, whereof is master (under God) for this present voyage ———, or whosoever else shall go for master in the said ship, or by whatsoever other name or names the same ship, or the master thereof, is or shall be named or called; beginning the adventure upon the said goods and merchandizes from and immediately following the loading thereof on board the said ship ———, and upon the said ship, &c. ———, and so shall continue and endure during her abode there upon the said ship, &c.; and further, until the said ship, with all her ordnance, tackle, apparel, &c. and goods and merchandizes whatsoever, shall be arrived at ——— upon the said ship, &c. until she hath there moored at anchor twenty-four hours in good safety, and upon the goods and merchandizes, until the same be there discharged and safely landed. And it shall be lawful for the said ship, &c. in this voyage, to proceed and sail to, and touch and stay at any ports or places whatsoever, without prejudice to this assurance, the said ship, &c., goods and merchandizes, &c., for so much as concerns the assureds (by agreement made between the assureds and the said corporation in this policy), are and shall be rated and valued at ——— sterling, without farther account to be given by the assureds for the same. Touching the adventures and perils which the said corporation are contented to bear and do take upon them in this voyage, they are, of the seas, men of war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people, of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the said goods and merchandizes, and ship, &c., or any part thereof. And in case of any loss or misfortune, it shall be lawful to the assureds, their factors, servants, and assigns, to sue, labour, and travel, for, in, and about the defence, safeguard, and recovery of the said goods and merchandizes, and ship, &c. (or any part thereof), without prejudice to this assurance, to the charges whereof the said corporation will contribute according to the rate and quantity of the sum herein assured. And it is agreed by the said corporation, that this writing or policy of assurance shall be of as much force and effect as the surest writing or policy of assurance heretofore made in Lombard-street, or in the Royal Exchange, or elsewhere in London. And so the said corporation are contented, and do hereby promise and bind themselves and their successors to the assureds, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this assurance by ———, at and after the rate of ——— per cent. In witness whereof, the said corporation have caused their common seal to be hereunto affixed, and the sum or sums by them assured to be hereunder written, at their office in the Royal Exchange of London, this ——— day of ———, in the ——— year of the reign of our sovereign lord ———, by the grace of God, of the united kingdom of

Great Britain and Ireland, king, defender of the faith, and in the year of our Lord _____ Vol. III. Ch. X.

The said corporation are content with this assurance for _____.

Free from all average on corn, flour, fish, salt, fruit, seed, hides, and tobacco, unless general, or otherwise specially agreed.

Free from average on sugar, rum, skins, hemp, and flax, under five per cent. ; and on all other goods, and on ship, under three per cent., except general.

By order of the Court of Directors.

SHIP AND GOODS.

London Assurance House.

No. _____ No. _____ in London.

By the Governor and Company of the London Assurance.

Form of a Policy of Insurance on Ship and Goods, by the London Assurance Company.

In the name of God, Amen. _____ as well in _____ own name as for and in the name and names of all and every other person or persons to whom the same doth, may or shall appertain, in part or in all, doth make assurance, and causeth _____ and them, and every of them, to be assured, lost or not lost, at and from _____ upon any kind of goods and merchandizes whatsoever; and also upon the body, tackle, apparel, ordnance, munition, artillery, boat and other furniture, of and in the good ship or vessel called the _____, whereof is master (under God) for this present voyage _____, or whoever else shall go for master in the said ship or vessel, or by whatsoever other name or names the said ship or vessel, or the master thereof, is or shall be named or called; beginning the adventure upon the said goods and merchandizes from and immediately following the loading thereof aboard the said ship or vessel at _____ and upon the said ship or vessel, &c. _____, and so shall continue and endure during her abode there, upon the said ship or vessel, &c.; and farther, until the said ship or vessel, with all her ordnance, tackle, apparel, &c., and goods and merchandizes whatsoever, shall be arrived at _____, and upon the said ship or vessel, &c. until she hath moored at anchor twenty-four hours in good safety, and upon the goods and merchandizes until the same be there safely discharged and landed: And it shall be lawful for the said ship or vessel, &c. in this voyage to proceed and sail to, and touch and stay at, any ports or places whatsoever _____ without prejudice to this assurance, the said ship or vessel, &c. goods and merchandizes, &c., for so much as concerns the assureds, (by agreement between the assureds and the London Assurance), are and shall be rated and valued at _____ without farther or other account to be given by the assureds for the same. Touching the adventures and perils which the said London Assurance are contented to bear and do take upon them in this voyage, they are of the seas, men of war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes, that have or shall come to the hurt, detriment, or damage of the said goods and merchandizes, and ship or vessel, &c., or any part thereof. And in case of any loss or misfortune it shall be lawful to the assureds, their factors, servants, and assigns, to sue, labour, and travel, for, in, and about the defence, safeguard, and recovery of the said goods, merchandizes, and ship or vessel, &c., or any part thereof, without prejudice to this assurance, to the charges whereof the said London Assurance will contribute according to the rate and quantity of the sum

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herein assured: And it is agreed that this writing or policy of assurance shall be of as much force and effect as the surest writing or policy of assurance heretofore made in Lombard-street, or in the Royal Exchange, or elsewhere in London: And so the said London Assurance are contented, and do hereby promise and bind themselves and their successors to the assureds, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this assurance by the assured, at and after the rate of _____ per cent. In witness whereof the said London Assurance have caused their common seal to be hereunto affixed, and the sum or sums by them assured to be hereunder written, at their office in London, this _____ day of _____, in the _____ year of the reign of our sovereign Lord _____, by the grace of God, of the united kingdom of Great Britain and Ireland, king, defender of the faith, and in the year of our Lord _____.

Free from all average on corn, flour, fruit, fish, salt and seeds, except general.

Free from average on sugar, rum, hides, skins, hemp, flax, and tobacco, under five pounds per cent.; and on all other goods, and ship, under three pounds per cent. except general.

The said governor and company are content with this assurance for _____.

Certificates of Signatures to a Policy of Insurance. (1)

I, J. M. of, &c. notary public, &c. do hereby certify, &c., that on this _____ day of _____, in the year of our Lord _____, personally came and appeared Mr. A. B. of the said city of _____ merchant, who produced to me, the said notary, a policy of insurance, wherein I saw and read, that the said A. B. did on the _____ day of _____ now last past, and as well in his own name as for and in the name and names of all and every other person to whom the same did, might, or should appertain, in part or in all, make assurances, and cause himself, and them and every of them, to be insured, lost or not lost, at and from _____ to _____, in the sum of _____, upon any kind of goods and merchandizes whatsoever, loaded or to be loaded on board the good ship or vessel called the _____, whereof _____ was master: And I do further certify, that at the foot of the said policy of insurance so produced to me the said notary as aforesaid, was wrote C. D., £_____ premium received _____ day of _____; E. F. £_____ premium received _____ day of _____. Of which acts, &c.

Certificates of Merchants to the Signature of a Notary. (2)

We the undersigned, public merchants of this _____ of _____, do hereby certify and attest, that I. M. who hath granted and signed the foregoing _____ is a public notary of this _____, and that to all acts and instruments thus by him signed full faith and credit are and ought to be given in court and thereout. Dated this _____ day of _____ in the year _____.

Another of Notaries. (3)

We the undersigned, public notaries of the _____ of _____, do hereby certify unto all to whom it may concern, that I. M., who hath signed the foregoing act, is a sworn public notary practising in this _____, and that to all acts thus by him signed full faith and credit are and ought to be given, in judicature and thereout. Witness our hands in _____ this _____ day of _____.

(1) See form, Montefiore, 169.

(2) See form, Montefiore, 169.

(3) See form, Montefiore, 170.

Sir,

Whereas by a policy of insurance dated the ——— day of ——— A. D. ———, and subscribed by you, you did insure the sum of £—— on goods on board of the ship *Carolina* from &c. to &c., and against the risks therein mentioned: And whereas during the said voyage the said ship with the said goods on board thereof struck on a rock and was with difficulty got to the side of a wharf at or near ———, where she now lays full of water; and the said goods being therein, have been and are hereby wetted, damaged, and spoiled, and thereby the said voyage is lost, and a total loss of the said goods has arisen: Now therefore I, the owner of the said goods, whose name is hereunto subscribed, do hereby give you notice of the said loss, received from Messrs. ——— dated, &c.; and I do hereby give you notice that I do hereby abandon and resign to you and the other underwriters upon the said policy on the said goods, the said goods so insured as aforesaid, and all profit, benefit, and advantage whatsoever which may arise from the same; and I do hereby give you notice that I am ready and willing to execute and deliver my power of attorney or authority, enabling you to demand and recover and receive any proceeds to arise from the said goods; and I do hereby require you to pay the amount of your subscription on the said policy, a total loss of the said goods having arisen, happened, and accrued, within the true intent and meaning of the said policy of insurance.

Dated, &c.

Signed, &c.

Owner's Notice of Abandonment of Goods to Underwriter of Policy of Insurance. (1)

Sir,

Austin Friars, London, 30th June 1814.

As managing clerk and general manager of the business and commercial concerns of F. F. during his absence from this kingdom, I do hereby give you notice on behalf of the said F. F., who is the owner of the ship ———, J. master, underwritten by you the ——— of ——— last, at and from London to all or any ports or places whatsoever and wheresoever, in the East Indies or elsewhere, as well on this side as at or on the other side of the Cape of Good Hope, and up and down from port to port, and place to place; and during the ship's stay; and trade backwards and forwards, at all times and at all places, both in port and at sea, and until safely arrived at her last place of discharge of her outward cargo in the East Indies; that the said ship was on or about the fifteenth day of June instant, in the course of her said voyage, captured by an American privateer. And I do hereby further give you notice on behalf of the said F. F., that in consequence of such capture, the said F. F. abandons the said ship to you and the other underwriters upon the same, according to your respective proportions and subscriptions, and that he claims to be paid the amount of such subscription, as a total loss. Witness my hand ———.

To ———

Notice by an Agent for a Principal Abroad of Abandonment of Ship captured by American Privateer. (2)

Take notice, that I, A. B. of, &c. do hereby abandon, cede, and leave to you, all my right, title, interest, claim, property, and demand of and in the ship called the ———, and all and every part of the cargo and the goods laden on board her by me the said A. B., and do demand of you a total loss of the sum of £—— sterling, by you underwrote on goods and merchandizes laden on board the said ship by me the said A. B. valued in goods.

Another Form of Notice of Abandonment of Ship and Goods. (3)

(1) As to the form and requisites of a notice of abandonment, ante, 3 vol. 525.

(2) As to notice of abandonment, see ante,

(3) See form, Montefiore, 371. This seems

too concise, and omits notice of loss.

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Protest of Abandonment on a Loss, and also against Underwriters for Non-payment of Money insured. (1)

By this public instrument of declaration and protest, be it known, that on this — day of —, in the year of our Lord —, before me, J. M. of London, notary public, &c., personally came and appeared A. B. late master and owner of the ship or vessel called the —, of the burthen of — tons or thereabouts: Who declared, that he this appearer, on the — day of — now last past, on his voyage from — to — laden with —, met with very boisterous weather, whereby his said ship or vessel sustained so much damage, that he this appearer was obliged, and did run into the — of — in order to have his said damage repaired, and that after his said ship had been there substantially repaired, and in every respect put in good condition, he this appearer did, on the — day of — now last past, cause an insurance to be made at this city of London, and his said ship to be underwrote for the sum of £ — of lawful money of Great Britain from — aforesaid to —, his place of destination; for which the said appearer did pay or cause to be paid a premium at and after the rate of — of like lawful money per cent., as in and by the policy of insurance signed and subscribed on the said — day of — by — and — of the said city of London, underwriters, each of them for the sum of £ —, relation being thereto had, may more fully and at large appear. And this appearer further declares, that he the said appearer, his said ship being tight, strong, staunch, and in good order, and properly repaired, did on the — day of — last past, the wind being —, set sail from — aforesaid for —, his said place of destination; but that in the prosecution of his said voyage, by violent hurricanes, dreadful thunder-storms, and tempestuous weather, between the — and — of the said month of —, his said vessel was wrecked and lost on the coast of —; but that nevertheless, by dint of indefatigable exertion of him the said appearer and his ship's crew, and assistance from the people of — on the said coast of —, some of the tackle and apparel belonging to the said ship was saved, and put under the care, custody, and lock of the governor and magistrates of the said — of —; that he this appearer did apply to the said governor and magistrates for the purpose that the said tackle and apparel so saved might be disposed of for the benefit and on account of the underwriters of the said ship; but which the said governor and magistrates refused, alleging that the said tackle and apparel so saved of the said ship must there be kept and detained to and for the use, behoof, and benefit of those who had insured and underwrote the aforesaid ship; that he this appearer thereupon repaired to the city of London, and there applied to Mr. — ship-broker, by whose means he this appearer had caused and procured his said ship to be insured and underwrote, and also by me the underwritten notary did make repeated applications to the said — and —, demanding of them to pay and reimburse to the said A. B. the said sum of £ — as a total loss by him sustained as aforesaid, and by them underwrote and insured as aforesaid; but that he this appearer hath not been able to procure or receive any reimbursement, payment, or satisfaction for the said loss or any part thereof, either of and from the said — and —, or any person or persons on their part, or either of their parts or behalfs; he this appearer therefore requested of me the said notary to intimate, declare, and give notice to the said — and —, that he this appearer did, and by these presents doth abandon, cede, and leave all and every his this appearer's right, title, estate, property, profit, interest, claim, and demand whatsoever, of and in the said ship, tackle, apparel, and appurtenances, and every part thereof, to and for the use, property, behoof, and

(1) See form Montefiore, 388. In England no protest of abandonment is necessary; but it is in some foreign countries, ante, 3 vol. 525.

disposal of them the said — and —, and to protest against them the said — and —, and each and every of them, for non-payment and non-reimbursement of the said sum of —, as a total loss on the said ship by them the said — and — so insured and underwrote; and for all costs, damages, and charges accrued and to accrue to him this appearer on account of the said — and —, and each and every of them refusing to pay and reimburse the said total loss: Whereupon I the said notary, at the instance and request, and in the name of him the said —, do hereby declare, intimate, and make known to the said — and —, and each and every of them, that he the said A. B. doth hereby abandon, cede, and leave to them the said — and —, and each and every of them, all his the said A. B.'s right, title, estate, interest, profit, property, claim, demand, and produce of and in the aforesaid ship or vessel called the —, and all and every her tackle, apparel, furniture, and appurtenances, and every produce thereof; and that he this appearer doth claim reimbursement of the said sum of — as a total loss on his said ship as aforesaid, he this appearer hereby declaring to be willing and ready to give, sign, seal, and execute all and every such act, power or deed, under his hand and seal (as the case may require) to and for the use, and to and for the better enabling the said — and —, and each and every of them, to recover, possess, have, take, and enjoy from the governor and magistrates of the said — and —, or whomsoever else it may concern, all and whatsoever shall or may have been saved of the said ship or vessel the —, her tackle, apparel, rigging, and appurtenances whatsoever, or any and every part thereof at — aforesaid, or elsewhere. Act whereof being requested of me the said notary, I have granted these presents under my seal of office, to serve and avail as occasion shall or may require, in the presence of C. D. and E. F.

By this public instrument of protest, &c., that on, &c., before me, J. M. notary public, &c., personally came and appeared A. B. master of the ship or vessel called the —, of the burthen of — tons or thereabouts, belonging to the port of —, and C. D. first mate of the said ship, who severally declared that the said ship or vessel being laden with — on the — day of — last past, they the said appearers set sail on board the said ship from — in — bound directly to this port of —; and that the said ship in the prosecution of her said voyage on the — day of the said month of — was overtaken by a violent storm and gale of wind, &c. (as the case may be) in which she shipped very great seas, the water making free passage over the said ship; and that on the — day of the said month, the said storm continuing, the sea broke away one of the dead lights, which was lost, and the said ship was obliged to go before the wind until another dead light was fixed; after which the said ship proceeded to this port of —, and made the Land's End on the — day of — instant, the wind being — and —, and afterwards made the best of her way for —, where she arrived and moored at — on the — day of — instant, at — o'clock in —. And the said appearers did further severally declare that the said ship at the time of her departure from — aforesaid upon the said intended voyage was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage; and that during the said voyage the said appearers and ship's company used their utmost endeavours to preserve the said ship and the goods of her

Master's Protest in case of Sea Loss or Damage. (1)

(1) See form, Montefiore, 381.

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loading from damage: And therefore the said A. B. did declare to protest, as by these presents he doth solemnly protest, against all and every person or persons whom it shall or may concern, and do declare, that all damages, losses, and detriments that have happened to the said ship and the goods of her loading are and ought to be borne by the merchants and freighters interested, or whomsoever else it shall or may concern (by way of average or otherwise), the same having occurred as before mentioned, and not by or through the insufficiency of the said ship, or neglect of the said appearer, his officers or any of his mariners. Of all which act, &c.

Protest where
Ship destroyed
by Fire. (1)

Be it known and made manifest to all to whom these presents shall come, seen, read, or heard, that on this — day of — A. B. master of the ship or vessel called the —, of and belonging to the port of — in —, of the burthen of — tons or thereabouts, lately lying at a certain bay or harbour called —, C. D. the first mate, and E. F. the second mate of the said ship, severally came and personally appeared before me J. M. public notary of the said —, and did then and there, of their own free will and voluntary accord before me the said public notary, severally and respectively, and each of them for himself only, allege, affirm, declare, protest, and say in manner following; that is to say, and first the said appearants do, and each of them doth allege, affirm, declare, protest, and say, that on the — day of — they the said appearants in the said ship or vessel called the —, which was then staunch, firm, tight, strong, and in all respects in good order, properly manned and victualled for sea, sailed from — in —, laden with several articles of merchandizes, on a voyage from thence for the island of —; that meeting with a heavy gale of wind on the — day of the said month of —, in which the said ship lost her foremast and bowsprit, the said appearers were obliged to put into the port of —, where every thing being properly fitted, she again proceeded on her intended voyage, and arrived in the harbour of — in the said — on the — day of — last; that on the — day of — last, after discharging the cargo at —, the said ship or vessel sailed for — in the said —, where she arrived the same day: And the said appearers did further severally allege, declare, protest, and say, that the said ship or vessel did on the — day of — instant take in and complete a full cargo of goods, wares, and merchandizes, with which she was to return to —: And the said appearants C. D. and E. F. did further allege and say that the said ship or vessel did on — the — day of — instant break ground and run further out of — for the purpose of being in greater readiness and better prepared to sail for —, the place appointed for the fleet to rendezvous. And the said appearant A. B., for himself separately, did also allege, declare, protest, and say, that on the — day of — instant, he this appearant left the said ship or vessel then lying in — aforesaid, and came to —, in order to clear out for the return voyage, and also to procure some additional mariners to navigate her home; that he this appearant did on the — day following, accordingly, clear out the said ship at the custom-house at — aforesaid; and having procured such additional number of mariners as were necessary for the navigation of the said ship, he sent them round in a boat from —, about — o'clock in the afternoon of the following —, with directions to proceed immediately to —, there to join the said ship; and this appearant was informed by the said C. D. and E. F., that such additional

(1) See form, Montefiore, 384.

mariners did, about _____ o'clock in the _____ of the same _____, arrive at _____ aforesaid : And the said appearant A. B. doth further for himself separately allege, declare, protest, and say, that having so cleared out the said ship, and dispatched the said additional hands as aforesaid, he this appearant did about _____ o'clock in the _____ of the same _____, viz., the _____ instant, set out from _____ aforesaid, to proceed by land to _____ in order to join his said ship ; and about _____ o'clock on _____ morning the _____ instant, as he was proceeding on his journey, within the distance of about _____ or _____ miles from _____, he was informed that his ship and cargo was destroyed by fire, and when he arrived at _____, he found such information to be true : And the said appearants C. D. and E. F., for themselves jointly and severally, did further allege, protest, and say, that about _____ after _____ o'clock in the _____ of the _____ instant, G. H. the boatswain of the said ship or vessel called the _____, attempting to draw off some rum from a puncheon in the after-part of the said ship, on the cabin deck, in the act of putting a cock into such puncheon for that purpose, a considerable quantity of rum accidentally gushed out in so sudden a manner, that it immediately caught fire from a candle which was held by a boy at some distance from the said puncheon ; that the fire increased with such rapidity, that although every possible exertion was made use of to extinguish it by throwing wet blankets and pails of water upon it, so long as it was possible to remain on board and resist the violence of the flames, and although the people belonging to the said ship were assisted by the men and boats from all the other ships then lying at _____ aforesaid, yet the flames continued to increase to so great a degree, that all the exertions of these persons, and the other persons who assisted, proved fruitless, and about _____ after _____ o'clock in the _____ it burnt so furiously, that it was impossible for any person to stay any longer on board the said ship or vessel, the fire being then so near the powder-room, that it was expected she would blow up every moment ; it therefore became absolutely necessary for the preservation of the crew to quit the ship ; and it was conceived prudent and best to cut the cable to let her run upon a reef, with a view to save as much of the remaining part of the said cargo as possible ; that about _____ o'clock the fire reached the powder-room, and all the after-part of the ship was immediately blown to pieces : it then continued flaming until about _____ o'clock in the _____, at which time she was entirely burnt down and destroyed to the water's edge : And the said appearants did each of them further allege, declare, protest, and say, that any loss, damage, or accident which has already happened, or may be sustained, either to the said ship or vessel called the _____, or her cargo on board, or to either of them, is solely owing to the aforesaid accident, and not by or through any neglect of duty of him the said A. B., or any of the officers or mariners on board : And I the said public notary, at the request of the said A. B. have protested, and by these presents do solemnly protest, against all and every person and persons whomsoever, whom it doth, shall, or may concern, for and on account of all and all manner of damages, losses, prejudices, and detriment whatsoever, which the said ship or vessel called the _____ and her cargo on board, or either of them, or any part thereof, have or hath already sustained, or may hereafter sustain ; and also against all charges and expences whatsoever, which the owners or freighters thereof, or any or either of them, or any other person or persons whomsoever, may be put to or sustain for or by reason or means of the aforesaid accident, or otherwise relating thereto. All which matters and things were declared, alleged, and affirmed as aforesaid, is set forth in the presence of me the said notary ; and therefore I have hereunto subscribed my name, and affixed my notarial seal, being requested to testify and certify the premises. Thus done and protested at _____ aforesaid, the day and year first above written.

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Protest in case
of Capture of
Ship. (1)

By this public instrument of declaration and protest, be it known, that, &c., before me J. M. of &c., notary public, by royal authority duly admitted and sworn, and in the presence of the witnesses hereunder mentioned, personally came and appeared A. B. late master of the ship or vessel called the _____ of _____ of the burthen of _____ tons or thereabouts, and C. D., late first mate of the said ship, who declared that the aforesaid ship laden with _____, being tight, strong, staunch, well and sufficiently victualled, manned, provided, and furnished with all things needful and necessary in every respect, they on the _____ day of _____, in the year _____ now last past, set sail and departed from _____ at _____ o'clock in the morning, bound to _____, and from thence to _____, in company with the fleet then in _____, under convoy of his majesty's ship the _____, whereof _____ was commander, lying off and on; that at _____ o'clock P. M. his majesty's said ship the _____ made a signal to keep in his wake, at the same time made sail with a moderate breeze; that at _____ o'clock P. M. the whole fleet became becalmed under _____; that at that time they could not observe or see the commodore's lights, if he carried any; that at day-light on the _____ day of the said month of _____, the sea quite calm, _____ ships of the said fleet being in company, and also could see from the top-mast head the remainder of the fleet under _____, at _____ o'clock P. M. a strong gale of wind which sprung the top-mast of the said ship the _____, that during the time of repairing the same, the said ship dropt considerably astern of the rest of the fleet; that on the _____ day of the said month of _____, about _____ o'clock A. M., his majesty's said ship the _____ hove in sight, standing to the _____, when the said ship hoisted her ensign in the main-top-mast shrouds, and soon after tacked to the _____, and made a signal for ships astern to make more sail, and in _____ hours was completely out of sight; that they became becalmed at _____ P. M. of the _____ day of the said month of _____, until the said ship was taken, as hereinafter declared and set forth; that at _____ o'clock A. M., they observed two _____ coming round _____ point with extraordinary sail; that they soon perceived them to be two _____ and enemies; and that on this they prepared their guns and other necessities, and put the said ship in the best order, state, and condition for engagement, in order to defend the said ship and prevent her from being taken; at _____ o'clock A. M., the said two _____ came up with the said ship the _____, when one of the said _____ rowed under the said ship's quarter, and boarded; at which time, from the superiority of force, he this appearer, A. B., having consulted the officers and crew of his said ship, conceived it most prudent and adviseable, in order to save the lives of the said ship's company and passengers, to surrender the said ship to the said two _____, or to one of them, without making any resistance in boarding; that after the said ship was so taken and surrendered to the said two _____ or to one of them, he this appearer A. B., with part of his said ship's company and passengers, was put and taken on board one of the said _____; the rest of the said ship's company and passengers having remained and continued on board the said brig; that the said two _____ or one of them kept and detained the said ship in their custody and possession, in company with them cruising at sea, from the said _____ day of the said month of _____, until the _____ of the said month, when the said ship was carried into _____, when he this appearer A. B., with all his said ship's company and passengers, was put and confined in prison in the said island of _____; therefore the said A. B. did declare and protest, as by these presents he doth most solemnly protest, against all and every person or persons whomsoever, and declares that the loss of the said ship the _____, with her furniture

(1) See form, Montefiore, 384.

and tackle is and ought to be borne by all and every person or persons whom it shall or may concern; and doth further declare that the said ship was so taken by the said two ——— or one of them, without any neglect of the said appearer A. B., or any of his officers or mariners, and not on account of any insufficiency or defect of the said ship, as he is able to prove. Of all which act, &c.

By this public instrument of declaration and protest, be it known, that &c., before me J. M. notary public, &c., personally appeared A. B., late master of the ship called the ——— of the burthen of ——— tons or thereabouts, belonging to ———, and C. D. late first mate of the said ship; and did then and there declare, that they sailed in the said ship from ——— in the ——— of ———, on the ——— day of ——— last past, laden with a cargo consisting of ———, bound to the ——— of ———, although cleared out for the island of ——— aforesaid; that on their passage to ——— aforesaid on the ——— day of ——— last, being then about ——— leagues to the ——— of the island of ———, the said ship was forcibly seized and taken by a ——— privateer of ——— guns, called the ———, commanded by ———, and owned by Messrs. L. M. and N. O. of ——— in the island of ———; that on the said ship being hailed by the privateer, he was immediately ordered on board the said privateer, with all his papers; that he accordingly went on board the said privateer, and carried with him the papers, when he and the said papers were detained; that the said appearant C. D. and others of the crew of the ship were also taken on board the said privateer, and a prizemaster and others from the said ——— privateer, were put on board the said ship, with orders to carry her into the ——— of ——— in the said island of ———; that about ——— after the said exchange of men and orders aforesaid, a ship appeared in sight, which gave chase to the said privateer and ship; upon which the appearants and others belonging to the said ship the ——— were put into the boat that belonged to the said ship, which at the time was alongside of the said privateer, with directions to return and take possession of the said ship the ———, giving him the appearant A. B. the papers that contained the invoices, bills of lading, and protections belonging to the said ship; but that after being about half-way from the said privateer to the said ship, they were ordered back, and the several papers taken from the said appearant A. B.; that the ship continued to chase the said privateer and ship the ———, but on account of its being night the said privateer made her escape and carried the said appearants to the said ——— of ——— in the said island of ———, where they arrived on the ——— day of ——— last; and where the said appearant and crew were put on board of a prison ship called the ———, in which they remained until the ——— day of the said month of ———; that the said appearant A. B. demanded his several papers from the commander, and also from the owners of the said privateer, but they were refused him; and that he could not procure a protest in the said island of ——— on account of his not having money to pay for the same: Wherefore the said A. B. late master of the said ship the ——— as aforesaid, on his own behalf, and on the part and behalf of the owners and all others interested or in any respect concerned in the said ship the ——— and her cargo on board, or either of them, doth hereby protest against the said ——— privateer, her commander, officers, and mariners, and all others whom it doth, shall, or may concern, and also against her guns, tackle, apparel, and furniture, for so having captured the said ship and her cargo, and for taking out the men and papers, and for sending the prize master with men on board, with

Protest of a
Neutral Ship
having been
taken. (1)

(1) See form, Montefiore, 385.

Vol. III. Ch. X. directions to carry the said ship the ——— to the said ——— of ———, in the said island of ———, and for all losses, costs, damages, and expences already suffered, or which may hereafter accrue by reason of the foregoing premises; and I the said notary, at the request of the said A. B., the late master of the said ship the ———, did and do hereby solemnly protest against the same in manner and form aforesaid, so that all matters of insurance respecting the said ship the ——— and her cargo on board, or either of them, may hereafter properly be adjusted and settled. Thus done, &c.

Entry of Protest. (1)

—— master of the ship or vessel called the ———, of the burthen of ——— tons or thereabouts, laden with ———, sailed from ——— on the ——— day of ——— last, and put into ——— on the ——— day of ——— also last past, where he was wind-bound until the ——— day of the said month of ———, when he again set sail and arrived at her moorings off ——— in the river Thames, this ——— day of ——— 18—; but fearing damage enters his protest according.

The like in another Case.

—— master of the ship or vessel called the ———, of the burthen of ——— tons or thereabouts, laden with ———, sailed from ——— on the ——— day of ——— now last past, and arrived at her moorings at ——— in the river Thames the ——— day of this present month of ———; but fearing damage enters his protest accordingly, dated the ——— day of ——— 18—.

Letter by Captain, of Entry of Protest and Abandonment.

Understanding you have been appointed agents for Lloyd's, where the ship Vittoria is insured, I beg leave to announce to you her return to this port in consequence of stress of weather, by which she has been rendered very leaky, and almost all her rigging and sails have been carried away. It appears to me that her damage is considerable, and it is therefore my intention to abandon. I have entered a protest, and shall send you a copy thereof as soon as executed; in the meantime it is my intention to put her into Messrs. Richardson and Co.'s dock for the purpose of holding a survey on her, at which you will I presume send some person to attend. I shall keep you advised of proceedings.

Survey of a Ship and Furniture. (2)

We A. B. and C. shipmasters, and E. F. and G. H. shipwrights, all resident within the ——— of ———, do hereby jointly and severally declare and attest, unto all whom it may concern, that on the ——— day of ———, at the instance of I. K. of &c., we went on board and alongside the ———, called the ———, of the burthen of ——— tons or thereabouts, to examine the said ———, her hull, masts, yards, anchors, cables, rigging, running rigging, and sails, and every other store to her belonging; and having carefully and particularly inspected, examined, and surveyed the said ——— called the ——— and her several stores, do report that the said vessel's hull, masts, &c., (as the case may be): all which we are ready to affirm upon oath, when thereto required. Witness our hands this ——— day of ———.

Survey of Goods.

We, whose names are hereunto subscribed, have this day, at the instance and request of A. B. master of the ——— called the ———, and bound on a voyage to ——— laden with ———, duly and carefully surveyed and

(1) See form, Montefiore, 380.

(2) See form, Montefiore, 402.

examined the cargo of the said ———, which has been landed and stored in warehouses, by order and direction of Mr. C. D. ——— of the said ——— under his and the king's locks, and who is appointed for and by the said A. B., the master of the said ——— as aforesaid. We therefore do hereby certify and declare, that on such survey we have carefully examined the whole of the said cargo, and find the same so much damaged and in a perishable state, as not fit by any means to be re-shipped. Given under our hands this ——— day of ———, in the year of our Lord ———.

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CHAP. XI.

Of Liens.

As to this subject in general, see ante, vol. 3. 537 to 558. In order to create a general lien in cases where the usage of trade would not give it, a public notice must be given, and brought home to the knowledge of the party transacting business with the person who wishes to create the lien, or there must be an express agreement between the particular parties. In concerns of any magnitude, the latter would be preferable; and as in general a lien cannot be sold, (ante, vol. 3. 551.) it would be advisable to insert an express stipulation, that after a named time the party holding the lien shall be at liberty to sell, and to charge warehouserom, &c.

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Public Notice.

Whereas a doubt has arisen whether dyers, dressers, bleachers, whisters, printers, or calenders have a right to detain goods delivered to them, not only till payment be made for the work and labor performed upon the particular goods detained, but also for work and labor of the same kind, performed upon goods already delivered out of the possession of such dyer, &c.; we the under-mentioned persons, being either dyers, dressers, bleachers, &c., hereby give public notice that we will not henceforward take into our possession any goods to be dyed, dressed, bleached, &c., unless under express condition that the goods so delivered to us or either of us, for the purpose of being bleached, &c., shall not only be subject to the debt due for the work and labor performed upon them, but also for the general balance due from the persons employing us or either of us, for work and labor of the same kind performed upon goods which we may have previously delivered out of our possession: and we hereby request all persons intending to employ us or either of us to take notice of the same. Dated this ——— day of ———, A. D. ———.

Notice by
Dyers, &c. to
create General
Lien. (1)

Public Notice

Is hereby given, that all goods delivered or received in this office to be carried or conveyed therefrom by any stage coach, waggon, cart, or other conveyance or carrier whatsoever, will be considered to be, and shall be

Carriers Notice
that Goods will
be subject to a
General Lien. (2)

(1) See form, 6 T. R. 14. Without such a notice, dyers &c. have only a particular lien. See 2 Chitty's Reps. 455. 6 East 523, note b. (2) See 3 Bos. & Pul. 42. 5 B. & A. 350.

Vol. III. Ch. XI. general liens, and subject to the payment and satisfaction of not only the money due for the carriage of such particular goods, but also to the general balance due from the respective owners to the proprietors of such stage coach, waggon, cart, or other conveyance, or to any carrier proceeding from the said office. Dated this _____ day of _____, A. D. _____.

Notice at Foot of a Carrier's Bill, to create a General Lien. (1)

N. B. All goods, from whomsoever received, or to whomsoever belonging, shall be considered subject to a lien, not only for the freight and carriage of such particular goods, but also for any general balance due from their respective owners, or from the person to whom they are consigned or addressed.

Notice to create Lien printed at Foot of Bill for Bleaching. Stipulation for Sale of Lien.

Mr. B. To J. A. W. Dr.
(Here followed the items of account, and at the foot the following notice was printed.)

N. B. All yarn and goods bleached will be considered as subject to a lien, not only for the bleaching of those particular goods, but for the general balance of accounts due from the owners, and will be held accordingly; and if not redeemed in two months from the time of being bleached, will be sold by public auction, and the proceeds applied in or towards the payment of such bleaching or balance. And all yarn and goods delivered for the purpose of being bleached, will also be subject to the same lien, and will be held; and if not redeemed, disposed of as above mentioned.

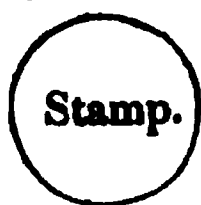
CHAP. XII.

Bills and other Securities, Releases, &c.

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Form of foreign Bill drawn in England on Paris. (2)

No.



London, 1st January 1823.

Exchange for 10,000 livres
Tournaises.

At two usances (or "at _____ after sight," or "at _____ after date") pay this my first of exchange, (second and third of the same tenor and date not paid) to Messrs. A. B. and Co., or order, (or bearer,) ten thousand livres tournoises, value received of them, and place the same to account, as per advice from

To Messrs. P., Banquiers, Paris.

J. O.

Bill on Venice. London, the 16th of January 1823.

Exchange for d. 1,000.

At usance pay this my first of exchange to Mr. D. P. (or to the procurator of Mr. D. P., one thousand ducats banco value, of Mr. C. S., and Place it to account as per advice from

To Mr. J. S. merchant in Venice.

J. V.

(1) As to the effect of the notice, see Wright v. Snell, 5 Bar. & Ald. 350.

(2) See Chitty on Bills, 51.

London, the 16th of January 1813. Exchange for 1600 per 000rs. Vol. III. Ch. XII.

At thirty days sight (or usance) pay this my first exchange to W. J., Esq. or order, one thousand six hundred mil. reis value of ditto, and place it to account, as per advice from J. T. Bill on Lisbon.

To Messrs. G. and Co. merchants in Lisbon.

London, the 16th of January 1813.

Exchange for £173 15s. st. at 35 sc. 7 g. per £ st. Bill on Amsterdam.

At two uses and a half pay this my first per exchange to Mr. J. J., or order, one hundred and seventy-three pounds fifteen shillings st. at thirty-five shillings and seven groots per pound sterling, value of Mr. J. A., and place it to account as per advice from T. S.

To Mr. J. R., merchant in Amsterdam.

London, the 19th of January 1813.

Exchange for 2,000 dollars. Bill on Leghorn or Genoa.

At usance pay this my first, per exchange, to Mr. R. K., or order, two thousand dollars value of him, and place them to account of G. B. Esq. and Co. as per advice from H. W.

To Mr. C. A. merchant in Leghorn.

Bills are drawn in the same manner on Genoa.

London, the 16th of January 1813.

Exchange for 2,000, at 400 reis per crusado.

At usance pay this my first per exchange to Mr. A. S. jun. or order, two thousand crusadoes, at four hundred reis per crusado, value of ditto, and place them to account as per advice from S. K.

To Mr. J. B.

No. 2. Exchange for £100 sterling.

Antigua, Nov. 5th 1812. Bill, Antigua on Liverpool.

At thirty days sight this my second bill of exchange, my first and third of the same tenor and date not being paid, pay to the order of Messrs. W. C. and Sons, London, the sum of one hundred pounds sterling for value received, and place the same with or without further advice to account of,

Gentlemen, your most obedient servant,

To Messrs. S. and C. T. merchants in Liverpool. E. B.

No. 4. Exchange for £20 sterling.

St. John's, Newfoundland, 16th January 1813. Newfoundland

Sixty days after sight, pay this second of exchange, first unpaid in London, to the order of W. H. S. twenty pounds sterling, value received as advised by H. S. P. and Co.

To Messrs. N. H. F. & Co., London.

London, the 16th of January 1813.

Exchange for £110 10s. Irish str. London on Ireland.

At thirty-one days after date, pay in Dublin this my first per exchange to Messrs. R. and P. O'B., or order, one hundred and ten pounds ten shillings sterling money of Ireland, value of Mr. J. S., and place it to account. To Mr. J. M., merchant in Waterford. J. M.

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Toulon, 16 Janvier 1813.

Bill in French.
Toulon on
Hamburgh.

A septante jours de datte payez par cette premiere de change a l'ordre de Messrs. J. L. et fila, quatre mil. troiscent cinquante marcs banco valeur en compte.
A Monsieur Mons. S. de T., à Hamburgh.

J. C.

Bill in Italian.

Londra, Jan. 24th, 1813.

per 600, d' 8r.

Ad uso pagate per questa seconda di cambio una Sol Volta, al mio ordine pezze cento sei di otto reale valuta contoci or avuta del medessim ponendole come per la d'avisio addio.

S. K.

A Sar. P. G. a Livorna,
la prima per accettaz in mano di Sr Fralli, &c.

London on
Madrid.

London, the 16th of January, 1813.

Exchange for 1,000 d.

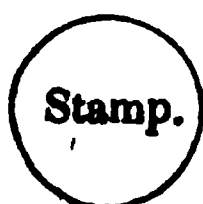
At usance pay this my first per exchange to yourselves, or to your own order, one thousand dollars of eight reals each, gold or silver of the currency, known to us this day, value of Mr. J. T., which place to account as per advice from

W. R.

To Messrs. C. J. & Co. in Madrid.

Form of inland
Bill. (1)

£100.



Two months after date (or "at sight," or "on demand," or "at _____ days after sight") pay Mr. C. D. or order, one hundred pounds, for value received.

S. K.

To Mr. _____, Bristol.

London, 1 Jan. 1823.

Form of Bill
under £5. (2)

(Here insert the place, day, month, and year, when and where made.)
Twenty-one days after date pay to A. B. of _____, or his order, the sum of four pounds seventeen shillings, value received by
To E. F. of _____.
Witness G. H.

C. D.

London, 5th Oct. 1798.

Form of
Check. (3)

Messrs. _____
Pay A. B., or bearer, one hundred pounds.
£100.

J. K.

Form of Ex-
chequer Bill. (4)

No. 8333. 12th May 1817.

By virtue of an act of parliament, quinquagesimo septimo Geo. 3. regis, for raising the sum of £24,000,000 by exchequer bills, for the service of the year 1817, this bill entitles _____, or order, to one thousand pounds, with interest after the rate of 2½d. per centum per diem, payable out of the first aids or supplies to be granted the next session of parliament, and this bill is to be current and pass in any of the public revenues, aids, taxes, or

(1) Chitty on Bills, 51. 6 edit.

(2) Chitty on Bills, 51. 6 edit. This form and the endorsement, &c., are prescribed by

17 Geo. 3. c. 80. schedule No. 2.

(3) Chitty on Bills, 51. 6th edit.

(4) See as to these bills, 4 Bar. & Ald. 2.

supplies, or at the receipt of exchequer at Westminster, after the 5th day of April. Dated at the exchequer the 12th day of May 1817. Vol.III. Ch.XII.

If the blank is not filled up, the bill will be paid to the bearer.

N. B.—The checks must not be cut off.

Grenville.

Accepted,
James Tompson.

General Accept-
ance at foot of
Bill.

James Tompson.

The like.

Accepted,
James Tompson.

The like across
the Bill.

Accepted for the sum of £96, part of the within sum of £——.

J. T.

Partial and vary-
ing Acceptance
as to Sum.

Accepted, payable on the 28th November 1823.

J. T.

The like as to
Time.

Accepted, payable at the bank of Messrs. ——— and Co. only, and
not otherwise, or elsewhere.

J. T.

The like as to
Place of Pay-
ment. (1)

Accepted, payable when in cash, for the cargo of the ship Thetis.

J. T.

Conditional
Acceptance. (2)

Thomas Atkins.

A general In-
dorsement in
blank. (3)

Pay the contents to G. H. or order.

T. A.

Indorsement in
full or special. (4)

Pay the contents to J. S. only.

Restrictive In-
dorsement. (5)

I hereby indorse, assign, and transfer this bill, and all my right, interest,
and property therein, to C. D. or order, but without recourse to myself, and
with this express condition, that I will not be liable to the said C. D., or
any holder, for the acceptance or payment of this bill.

T. A.

Indorsement of
Bill to prevent
Indorser being
liable to pay
same. (6)

(1) See 1 & 2 Geo. 4. c. 78.

(2) See 2 Stra. 1152. Chitty on B. 180.

(3) This is effected by merely writing the
name on the back of the bill. Chitty on B. 133, 139. note b.
133, 4.

(4) Chitty on B. 136.

(5) Chitty on B. 137, 8.

(6) See law and form, Chitty on B. 6th ed.

Vol. III. Ch. XII.

Thomas Atkins.

Without recourse to me.

The like in a
more concise
Form. (1)

Form of a quali-
fied or condi-
tional Indorse-
ment. (2)

Edinburgh, 19th November 1808.—Pay the within sum to Messrs. C. and A., or order, upon my name appearing in the Gazette as ensign in any regiment of the line between the 1st and 61st, if within two months from this date.
T. A.

Protest of
Foreign Bill for
Non-accept-
ance. (3)

(Copy bill and indorsements on first side of a sheet of paper, and on the next side proceed as follows :)

On this day, the first day of November one thousand eight hundred and twenty-three, at the request of A. B. bearer of the original bill of exchange, whereof a true copy is on the other side written, I, Y. Z. of London, notary public, by royal authority, duly admitted and sworn, did exhibit the said bill to E. F., on whom the said bill of exchange was drawn at his counting-house, situate at No. — Cornhill in the city of London, for his acceptance thereof, and requested him to accept the same, which he refused to do, declaring that, &c. (here state the answer, if material) : Wherefore I the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, as well against the drawer, drawee, and indorsers of the said bill, as all others whom it may concern, for exchange, re-exchange, and all costs, charges, damages, and interest suffered and to be suffered for want of acceptance of the said bill, thus done and protested in London, in the presence of E. F.

Witness, E. F.

(Here subscribe the expences of
noting and protest.)

Y. Z. (L. s.)

Notary Public.

Protest of a Bill
drawn upon a
Person not to be
found, and not
particularly ad-
dressed. (4)

On this — day of —, in the year —, at the request of Mr. A. B. of the city of London, merchant, and bearer of the original bill of exchange, whereof a true copy is on the other side written, I, J. M. of the said city, notary public, &c., went to the general post office, London, and to the bank of England, and on the Royal Exchange, and made diligent inquiries for and after the said Mr. C. D., on whom the said bill of exchange is drawn ; and I have not been able to find the said Mr. C. D., or discover or ascertain where he is to be found, and no person at either of the said places hath informed or been able to inform me where the said C. D. resides ; and the said C. D. and his residence are wholly unknown to the said A. B. and to me, and any other person who could give information respecting the said C. D., or of any person who would accept (as the case may be) the said bill of exchange, for honour or on account of the said C. D., or any other party to the said bill : Whereupon, &c. (proceed as in the last form.)

Counter Protest
by reason of a
Bankruptcy. (5)

(Insert the bill.)

On this — day of —, in the year —, before me, J. M. of this city of London, notary public, &c., personally came and appeared Mr. C. D. of the said city, merchant, and produced unto me the original bill of exchange,

(1) This form is adopted in France, 7 Taunt. 160 ; but the preceding form is most explicit.

(2) This is valid and operative, see 4 Taunt. 30. Chitty on Bills, 138, 9.

(3) See Chitty on B. 215, 16, 17, 18, 19, 210.

(4) See a form, Montefiore, 393. See law, Chitty on Bills, 164, 5.

(5) Montefiore, 393.

copy whereof is on the other side written, and the protest for non-acceptance, bearing date the — day of — now last past, by N. O. of —, notary public: And whereas Messrs. L. and M., the drawers of the said bill of exchange, by the London Gazette bearing date the — day of — instant, are declared bankrupts, in pursuance of a commission of bankruptcy under the great seal of Great Britain, by means thereof incapable of making satisfaction or payment of the said bill of exchange: Therefore I the said notary, at the request of the said Mr. C. D., have counter-protested, and by these presents do most solemnly counter-protest, as well against the drawers of the said bills of exchange, as against all others whom it doth or may concern, for exchanges, re-exchanges, and all costs, charges, damages, and interest suffered and to be suffered for want of acceptance of the said bill of exchange. Thus done and counter-protested in London aforesaid, in the presence of O. P. and Q. B., witnesses hereunto required.

Vd. III. Ch. XII.

(Make a true copy of the bill and indorsements on the first side of a sheet of paper, and then proceed on the next side as follows:)

Common Form
of Protest of a
Foreign Bill for
Non-acceptance,
and Act of
Honour
thereon. (1)

On this — day of —, in the year —, at the request of Mr. A. B. of the city of London, merchant, and bearer of the original bill of exchange, whereof a true copy is on the other side written, I, J. M. of the said city, notary public, by royal authority duly admitted and sworn, went to the house of Mr. C. D., on whom the said bill is drawn, and there speaking with a clerk in the accompting-house, I produced and exhibited unto him the said original bill of exchange, and demanded acceptance thereof, to which he answered, that (the exact answer given); which answer not being satisfactory, I the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, as well against the drawer of the said bill of exchange, as against all others whom it may or doth concern, for exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of acceptance of the said bill of exchange. Thus done in the presence of E. F. and G. H., witnesses hereunto required.

Afterwards on the same day, month, and year, before me the said notary and witnesses, personally came and appeared Mr. L. K. of this city, merchant, who declared he was ready, and would accept the said bill of exchange now under protest, for the honour and account of Mr. L. M. the drawer (as the case may be), holding him the said drawer thereof, and all others concerned, always obliged to him the said appearer for reimbursement in due form of law.

Act of Honour
thereon. (1)

Sir,

No. —, Cornhill, London, 1st Nov. 1823.

Notice of Non-
acceptance of a
Bill.

Take notice, that I am the holder of the bill of exchange, dated —, for payment of £ —, two months after date, drawn on C. D. by —, and indorsed by you, and that the same has been presented for acceptance to the said C. D., and he has refused to accept the same; and I require you immediately to pay the amount with expences.

Yours, &c.

To Mr. —,

G. H.

No. —, Broad-street, London.

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**Protest of
Foreign Bill for
Non-pay-
ment. (1)**

(Copy on one side of a sheet of paper the bill, acceptance, and indorsements, and on another side proceed as follows :)

On this day, the first day of November one thousand eight hundred and twenty-three, at the request of A. B., bearer of the original bill of exchange, whereof a true copy is on the other side written, I, N. Z. of London, notary public, by royal authority duly admitted and sworn, did exhibit the said bill to E. F., on whom the said bill of exchange was drawn, at his counting-house, situate No. —, Cornhill in the city of London, for his acceptance thereof, and requested him to accept the same, which he refused to do, declaring, &c. (here state the answer, if material) : Wherefore I the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, as well against the drawer, drawee, and indorsers of the said bill, as all others whom it may concern, for exchange, re-exchange, and all costs, charges, damages, and interest suffered and to be suffered for want of acceptance of the said bill. Thus done and protested in London, in the presence of E. F.

Witness, E. F.

N. Z. (L. s.)

(Here subscribe the expences of noting and protest.)

**Notice of Non-
payment of a
Bill, foreign or
inland.**

Sir, No. — Cornhill, London, 1st November 1823.
Take notice, that I am the holder of the bill of exchange dated — for payment of £ —, two months after date, drawn on C. D. by — and indorsed by you ; and that the same has been presented for payment and dishonoured by the said C. D. ; and I require you immediately to pay the same, with expences, &c.

Yours, &c.

To Mr. —

G. H.

No. — Broad-street, London.

**Protest when
the Acceptor
pays only
Part. (2)**

On this — day of —, at the request of A. B., &c., and bearer of the original bill of exchange, whereof a true copy is on the other side written, I, J. M. of, &c., went to the house of C. D., on whom the said bill is drawn, and there speaking with the said C. D., I exhibited to him the said original bill of exchange and demanded payment thereof, whereunto he answered that he would only pay £ —, part of the said bill, as he the said C. D. had no more effects of the drawer thereof in his hands ; which said sum of £ — the said A. B., the holder of the said bill, accepted and did receive the same, and requested me the said notary to protest for the remaining sum of £ —, due on the said bill of exchange ; whereupon I the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, as well against the drawer of the said bill as all others whom it may or doth concern, for the remaining sum of £ — so due on the said bill, for exchange, re-exchange, and all costs, charges, damages, interest, and expences suffered and to be suffered for want of payment of the said sum of £ — so due on the said bill of exchange as aforesaid. Thus done, &c.

**Act of Honour
thereupon
for the remain-
ing Sum due on
the above Bill of
Exchange. (3)**

Afterwards, on the day, month, and year first above written, before me the said notary, and witnesses, personally came and appeared Mr. E. F., of the said city of London, merchant, who declared that he would pay the remaining sum of £ — left due and unpaid on the said bill now under protest, for the honour and on account of — the — thereof, holding him the said — and all others concerned, always obliged to him the said appearer for reimbursement in due form of law.

(1) See Chitty on Bills, 215, 16, 17, 18, 219, 310.

(2) Montefiore, 392.

(3) Id. 393.

On this ——— day of ———, at the request of Mr. A. B., of the city of London, merchant, and bearer of the original bill of exchange, whereof a true copy is on the other side written, I, J. M., of the said city, notary public, by royal authority duly admitted and sworn, having perused and read the London Gazette, bearing date the ——— day of ——— instant, found that C. D., the acceptor of the said bill of exchange, was therein declared a bankrupt, in pursuance of a commission of bankruptcy under the great seal of Great Britain having been awarded and issued against him, in consequence whereof I the said notary went to the dwelling-house of the said C. D., and there speaking with a clerk, I demanded security for the due payment of the said bill of exchange when the same shall become payable; when the said clerk answered, that the said C. D. was a bankrupt, and had given no directions respecting the said bill; whereupon I the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, as well against the drawer and acceptor of the said bill as against all others it may or doth concern, for exchanges, re-exchanges, damages, costs, charges, and interest suffered or to be suffered for want of better security for payment of the said bill of exchange when due and payable. Thus done, &c.

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Protest of a Bill when the Acceptor becomes a Bankrupt, for better Security. (1)

(Write above the protest an exact copy of the inland bill, and then proceed as follows:)

Know all men that I A. B. on the ——— day of ———, at the usual place of abode of the said ——— have demanded payment of the bill, of the which the above is a copy, which the said ——— did not pay; wherefore I the said A. B. do hereby protest the said bill. Dated this ——— day of ——— A. D. ———.

A. B. (L. s.)
Notary Public.

Form of Protest of inland Bill for Non-payment prescribed by 9 & 10 W. 3. c. 17. (2)

(Copy the above protest.)

Sir,

In pursuance of the statute in such case made and provided, I give you notice that I am the holder of the bill of exchange dated ———, and for the payment of £ ——— two months after date, and drawn by you on C. D.; and that the same was presented for payment on ——— and not paid, but dishonoured by the said C. D.; and that I have caused the said bill to be duly protested, and above is a copy of the protest, and I request you immediately to pay me the amount of the said bill, with expences and interest. Dated, &c.

To Mr. ———, No. ——— Broad Street, London.

Yours, &c.
G. H.

Notice of such Protest pursuant to Statute 9 & 10 W. 3. c. 17. (3)

I, J. M. of London, notary public, &c., do hereby certify, &c., that the above and before written is a duplicate or true copy of a certain instrument of protest made before me, and taken and subscribed from my registry of all notarial acts by and before me sped and done, in book marked ——— in fol. ———. In witness, &c.

Of a Duplicate Protest. (4)

I, J. M. of, &c. notary public, &c., do hereby certify, &c. that the signature A. B. mayor, at the foot of the foregoing affidavit, is of the own proper writing of the Right Honourable A. B., lord mayor of this city, in whose

Of the Signature of a Chief Magistrate.

(1) Montefiore, 391. Chitty on Bills, 240.
(2) Chitty on Bills, 311, 12.

(3) Chitty on Bills, 312.
(4) Montefiore, 169.

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presence oath was this day administered in due form of law to Mr. C. D. the deponent named in the said affidavit, and who signed the same in my presence; therefore full faith and credit ought to be given thereto in court and thereout. London, this ——— day of ———.

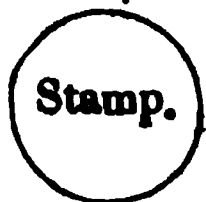
**Attestation of
intimating and
delivering an
authentic Copy
of a Protest. (1)**

Afterwards, on the ——— day of the said month of ———, I the said notary, at the request of the said A. B. and C. D., did intimate the foregoing protest to the within-named E. F., and then and there speaking to the said E. F. I delivered to him an authentic copy thereof, which he took, and said (the answer given); which answer not being satisfactory to the said requestants, I the said notary did and do persist to protest in manner and form aforesaid.

**Affidavit of the
Truth of a Pro-
test. (2)**

A. B. master, C. D. first mate, and E. F. second mate, (as the case may be) of the ship or vessel called the ———, being severally duly sworn upon the holy evangelists of Almighty God, do severally make oath and say, that the instrument of protest hereunto annexed hath been clearly and distinctly read over to them these deponents, and that the several matters and things therein contained are right and true in all respects, as the same are therein particularly alleged, declared, and set forth.

**Common Form
of a Promissory
Note.**



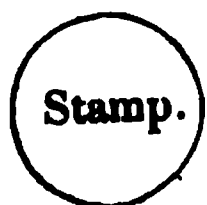
£100.

London, 1 Jan. 1823.

Two Months after date, (or "on demand,") I promise to pay to Mr. A. B., or order, one hundred pounds, for value received.

C. D.

**Joint and several
Promissory
Note payable by
Instalments; the
whole to be
due on one De-
fault. (3)**



London, 9th June 1817.

We jointly and severally promise to pay Mr. J. W., or order, the sum of £87 3s. in manner following; viz., the sum of £21 15s. 9d. on the 29th day of September now next ensuing, the further sum of £21 15s. 9d. on the 25th day of December now next ensuing, the further sum of £21 15s. 9d. on the 25th day of March 1818, and the further sum of £21 15s. 9d. on the 24th day of June 1818; and in case default shall be made in payment of any or either of the above sums at the times above limited for that purpose, then we jointly and severally promise to pay the whole of the said sum of £87 3s., or so much thereof as shall not have been paid, immediately after such default as aforesaid.

W. B.

S. G.

**Indorsements
of Promissory
Notes.**

The forms of indorsements of bills are here applicable. See ante, 343 to 344.

**Notice of Non-
payment of a
Promissory
Note.**

Sir, No. ——— Cornhill, London, 1st Nov. 1823.
Take notice that I am the holder of a promissory note for payment of £——, two months after date, made and drawn by C. D. and indorsed by you, and that the same has been presented for payment and dishonoured by

(1) Montfioire, 388.

(2) Montfioire, 2.

(3) See form, 1 Brod. & B. 447.

the said C. D., and I request you immediately to pay the same, with Vol.III.Ch.XII.
 expences. I am yours, &c. _____

To Mr. ———, Broad Street, London.

G. H.

See the forms of Bonds in general, ante, 7. 226, &c. Bonds to replace Stock, &c., ante, 243, 4. Warrants of Attorney, ante, 8, &c. Statutes Merchant and Staple, ante, 9 & 10.

(Penal part of bond in usual form, by E. F. as principal, and G. H. and I. K. as sureties.)

Whereas a bill of exchange dated on or about the ——— day of ———, A. D. ———, was drawn by the above-named A. B. on, and accepted by C. D., and the said A. B. thereby requested the said C. D., two months after the date thereof, to pay to the order of the said A. B. the sum of ——— for value received, and which said bill was indorsed by the said A. B. to the above-bounden E. F., who claims to be entitled to receive payment of the said sum of money, and the said bill of exchange hath been lost by the said E. F. within the time thereby limited for the payment of the same; and he hath thereupon, in pursuance of the statute in such case made and provided, applied to the said A. B., the said drawer of the said bill, and requested him to give him another bill of the same tenor with the said first-mentioned bill: Now therefore, in pursuance of the said statute the condition of this obligation is such, that if the above-bounden E. F., G. H., and I. K. shall from time to time and at all times hereafter well and sufficiently indemnify and save harmless the said A. B., his executors and administrators, against all persons whatsoever, in case the said first-mentioned bill of exchange so lost or miscarried shall be found again, and from and against all payments, actions, suits, costs, charges, damages, expences, interest, claims, and demands whatsoever, both at law or in equity, that shall or may at any time or times hereafter arise, happen, or accrue against the said A. B. or his executors, administrators, or assigns, or against any other person by reason, means, or on account of the loss, miscarriage, or mislaying of the same, or of the same having been found by or appearing in the possession of any other person or persons, then the said obligation to be void; otherwise to be and remain in full force, virtue, and effect.

Sealed, &c.

(L. S.)

(L. S.)

(L. S.)

Bond under 9 & 10 W. 8. c. 17.; in case of lost Bill to obtain from Drawer another Bill. (1)

Whereas a certain draft or bill was drawn on or about the ——— day of ——— last past, by A. B. upon, and accepted by the said C. D. for the sum of ———, payable ——— days after the date to the order of E. F. who indorsed the same, and which was afterwards paid to Messrs. G. H., I. K., and L. M., whose clerk has lost or mislaid the said bill (as the case may be): And whereas the said C. D., at the special instance and request of the said G. H., I. K., and L. M., hath agreed to pay them the amount of the said bill, on being indemnified by them for so doing, in manner hereunder mentioned: Now therefore the condition of the above-written obligation is such, that if the said G. H., I. K., and L. M., any or either of them, their, any or either of their heirs, executors, or administrators, do and shall at all times hereafter well and sufficiently save, defend, keep harmless, and indemnify the said C. D., and also the said A. B., and all and every other person or persons lawfully interested in the said draft or bill, and all and every of them, their, each and every of their heirs, executors, and administrators, and their, each, and every of their lands, tenements, goods, chattels, and

Bond of indemnity on paying a lost Bill. (2)

(1) See Chitty on Bills, 6th ed. 150.

(2) Montefiore, 156.

Vol.III. Ch.XII. effects whatsoever, of, from, and against all payments, accounts, suits, actions, costs, charges, damages, expences, claims, and demands whatsoever, both at law and in equity, that shall or may at any time or times hereafter arise, happen, or accrue, to be had, made, moved, brought, commenced, sued, or prosecuted against the said C. D. and A. B. or either of them, their, any or either of their executors or administrators, or against any other person or persons whomsoever, whom it doth, shall, or may concern, by reason, means, or on account of the loss or mislaying of the said draft or bill, or of the said C. D. having paid the amount thereof unto the said G. H., I. K., and L. M., without having delivered the same up to be cancelled, or for or on account of any thing in anywise relating thereto, then the said obligation to be void : Otherwise, &c. to be and remain in full force, virtue, and effect. Sealed, &c.

(With a receipt for the payment of the money.)

Bond to deliver up a Note lost, when found, and indemnify in the mean time upon Payment of it. (1)

Whereas the above-named A. B., in the name of himself and C. D. his partner, gave a bill or note under his hand, dated &c. for the sum of — payable to E. F., which said bill or note was delivered to the above-bound G. H. and I. K., but is since lost or mislaid : And whereas the said A. B. hath, at or before the sealing and delivery hereof, paid unto G. H. and I. K. the said sum of — due and payable on the said bill, notwithstanding the said bill or note cannot be found to be delivered up, the receipt of which said sum the said G. H. and I. K. do hereby acknowledge, and of and from the same and every part thereof do acquit and discharge the said A. B. and C. D., their executors and administrators for ever, by these presents : Now the condition, &c., that if the said G. H. and I. K., their heirs, executors, and administrators, do and shall deliver up the said note when it shall be found to be cancelled ; and until the same shall be so delivered up and cancelled, save and keep harmless and indemnified the said A. B. and C. D., their heirs, executors, and administrators, and their and every of their lands, tenements, goods, and chattels of and from the said bill or note, and the said sum of — therein mentioned, and of and from all actions, suits, costs, charges, payments, and damages whatsoever, which shall or may be brought, commenced, sued, prosecuted, recovered, or awarded against them, or either or any of them, or which they, either or any of them, may sustain or be put unto by any person or persons whatsoever, for, upon, or concerning the said bill or note, and the said sum of — therein mentioned, and which is so paid to the said G. H. and I. K. as aforesaid ; then, &c. ; otherwise, &c.

To indemnify the Drawer of a Note, on his paying the Money to a Person to whom the Drawee gave the Note ; but omitted to indorse it, and is since dead.

Whereas the above-named A. B., on or about, &c., did enter into and give unto C. D. deceased, a note of £160 for value received, payable to the said C. D. or order, in such manner as therein is mentioned : And whereas the said C. D. is lately dead ; but before his death did give unto the above-bounden E. F. the before-mentioned note of £160 so entered into by the said A. B. as aforesaid ; but did not indorse his name thereon : And whereas the said A. B. on the day of the date hereof, at the request of the said E. F., hath actually and well and truly paid unto the above-bounden E. F. the before-mentioned sum of £160, together with all interest now due and owing, by virtue of the before-mentioned note : Now the condition, &c., that if the above-bounden E. F., his heirs, executors, or administrators, shall and do at all times from henceforth save, keep harmless, and indemnified the above-named A. B., his, &c., and his and their goods, &c., of,

from, and against all actions, &c. for or by reason or on account or means of his the said A. B.'s paying the said sum of £160 and interest to the said E. F. as aforesaid; then, &c. Vol.III. Ch.XII.

Stamp. 1 November, A. D. 1823.
Received of Mr. C. D. the sum of £——, being the amount of account delivered (or "annexed") for that sum. Receipt of Money, referring to an Account delivered for Goods sold, &c.
A. B.

Stamp. 1st November, A. D. 1823.
Received (for the use of Mr. G. H.) of Mr. C. D., by the payment of L. M., the sum of——, being the amount of account delivered (or "annexed") for that sum. Receipt of Money for Use of Third Person, from an Agent of Party paying.
A. B.

Stamp. 1 November, A. D. 1823.
Received of Mr. C. D. the sum of £—— on account (or "in part discharge") of bill delivered (or annexed.) Receipt for Money on account.
A. B.

Stamp. 1 November, A. D. 1823.
Received of Mr. C. D. the sum of——, being the balance of account due to me. Receipt of Money as a Balance.
A. B.

Stamp. 1 November 1823.
Received of Mr. C. D. the sum of—— in full of all demands against him to this day. Receipt in full.
A. B.

Stamp. 1st November 1823.
Received of Mr. C. D. a bill of exchange at two months for £——, which when paid will satisfy my claim on him for goods sold. Receipt for a Bill of Exchange on Payment, (1)
A. B.

Stamp. 1st November 1823.
Received of Mr. C. D. the sum of £—— for a bay-horse, warranted sound and free from vice. Receipt for Money, with Warranty of a Horse to be sound. (2)

Received of the within-named A. B. of, &c., the sum of £——, being in full for the consideration money mentioned for the purchase of one eighth part of the ship or vessel within granted and sold. Receipt indorsed for Consideration Money of Eighth Share of a Ship. (3)
£——

We the within-named A. B. and C. my wife do acknowledge to have received, the date within, of the within-named——, the sum of——, being in full for the consideration money to be paid to us by the within-written. We say received. Indorsed general Receipt for Consideration Money.
£——.

(1) See 1 Brod. & Bing, 2. Peake's Rep. 24. Ante, vol. 3. 176.

(2) 2 Campb. 407. Ante, vol. 3. 170.
(3) See Montef. 395.

Vol.III.Ch.XII. Received the day of the date of the within-written ———, of and from the within-named A. B., the sum of ———, being the consideration money within mentioned, to be by him paid to me. I say received the same.
 The like. (1) £——.

The like for several Vendors. We the within-named A. B. and C. D. and E. F. do severally acknowledge to have received on the day of the date of the within-written ——— from the within-named G. H. the within-mentioned sums of £——, according as the same is mentioned to be paid to us severally by the within-written ———, being in full for the consideration money for the within ——. We say received.

The like when there are two Originals. I the within-named A. B. do hereby acknowledge to have received of the within-named C. D., the within-mentioned sum of £—— in such manner as the same is indorsed upon an ——— bearing even date herewith, and made between ——— and ———. I say received.

Receipt for Goods sold, and to be delivered. (2) Received, this ——— day of ———, of A. B., the sum of ———, in part payment of the sum of ———, being for ——— sold to the said A. B., which is to be delivered to the said A. B. or his order on the ——— day of ——— next ensuing, when the sum of £——, making the said full sum of ———, is to be paid by the said A. B.
 £——.

Another: for the Payment a Promissory Note is given. Received, this ——— day of ———, of A. B., his promissory note of hand, dated this day for the sum of ———, and payable to my order, two months after date, which when paid will be in full for ——— sold and delivered him.
 £——.

Receipt to Assignees for a Dividend. Received, this ——— day of ——— 18——, of Messrs. A. B. and C. D., assignees of the estate and effects of E. F. of, &c., a bankrupt, the sum of £——, being a dividend of ——— shillings in the pound on my debt of ———, proved under the said commission.
 £——.

Receipt for Seamen's Wages. Received, this ——— day of ———, of A. B. master of the ship or vessel called the Justina, and the owner of the said ship, the sum of £——, being for my services as a mariner on board the said ship; I say received the same in full of all demands whatsoever against the said A. B. and the owner of the said ship.

General Release of all Claims. (3) To all to whom these presents shall come, I (the releasor), of, &c., send greeting: Whereas, &c. (if it be desired to qualify the release or disclose the motive for giving it, the facts may be recited): Now know ye, that I the said (releasor) have remised, released, and for ever quitted claim, and by these presents do, for myself, my heirs, executors, and administrators, remise, release, and for ever quit claim, unto the said (releasee), his heirs, executors, and administrators, all and all manner of action and actions,

(1) Montefiore, 395.
 (2) Id. 396.

(3) See form, Wilde's Sup. 3d vol. 286.
 Montefiore, 397.

cause and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, and other specialties, covenants, contracts, agreements, promises, variances, controversies, judgments, extents, executions, claims, and demands whatsoever, both at law and in equity, which I the said (releasor) now have or at any time heretofore had against the said (releasee), for or by reason or in respect of, or in anywise relating to the matters and things herein-before mentioned or referred to, from the beginning of the world to the day of the date of these presents. In witness, &c.

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Know all men, by these presents, that I, A. B. of, &c., have remised, &c. (same as above.)

The like, without Recital.

Know, &c., that we, A. B. and C. D. of, &c., have, and each of us hath remised, &c., and by these presents do, and each of us doth, for us and each of us, and each of our heirs, executors, and administrators, remise, &c. (as above), which against the said E. F. we or either of us ever had, now have, or which we or either of us, our or either of our heirs, executors, or administrators, hereafter can, &c. (as above.)

From two to one.

Know, &c., that we, A., B., and C., have, and each and every of us hath remised, &c., and by these presents do, and each and every of us, our, each and every of our heirs, executors, and administrators, remise, &c. (as above), which against the said D. we, either or any of us, ever had, now have, or which we, or any of us, our, or either or any of our heirs, executors, or administrators, hereafter can, &c.

Release from three to two. (1)

Know, &c., that I, A. &c., have remised, &c. B., C., and D., of, &c., either and every of them, their, each and every of their heirs, executors, and administrators, of and from all and all manner, &c. which against the said B., C., and D., each or any of them, I ever had, &c.

From one to three.

We who have hereunto set our hands and seals, being mariners on board the ship called the Hope, of the burthen of ——— tons, or thereabouts, whereof A. B. is master, in her late voyage from L. to M., and back again to the port of L., have remised, released, and for ever discharged, and by, &c. do, for us, our heirs, executors, and administrators, severally and respectively, and not jointly nor one for the other, remise, release, and for ever discharge the said A. B., and all other the owners of the said ship, their heirs, executors, and administrators, of and from all and all manner of action and actions, cause, &c., which against the said A. B., or any other the owners of the said ship, we, or either or any of us, ever had, now have, or which we, either or any of us, or our, any or either of our heirs, executors, or administrators, hereafter can, shall, or may have, for, upon, or by reason of any claims or demands for wages, or any other allowance for the service performed by us or any of us in the said ship the Hope, in her said late voyage from L. to M., and back again to the port of L., or for, upon, or by reason of any other matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of these presents. In witness, &c.

Release from Sailors to a Master of a Ship from their Wages.

Know all, &c., that I, A. B. of, &c., do hereby acknowledge to have had and received, on the day of the date hereof, of and from C. D. of, &c., the sum of £—— of lawful, &c., which said sum I the said A. B. do hereby agree to accept, and do declare is for and in full payment and satisfaction of and for all monies due and payable unto me, upon and by virtue of a certain bond or obligation under the hand and seal of the said C. D. and E. F. of,

Release on Payment of a Sum of Money owing on a Bottomry Bond which is lost, and Covenant to deliver it up when

(1) See form, Montefiore, 398.

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found, and indemnify in the mean time. (1)

&c., dated the, &c., and to deliver up the said bond to be cancelled; but the said bond being at present mislaid, therefore I the said A. B. do hereby, for myself, my executors and administrators, acquit, release, and for ever discharge the said C. D. and E. F., and either of them, their and either of their heirs, executors, and administrators, of and from the said bond or obligation, and all sum and sums of money therein, and in the condition thereof mentioned, and thereupon due and payable, and of and from all actions, suits, payments, costs, charges, judgments, extents, executions, claims, and demands in law and equity, for and concerning the same, in any manner whatsoever. And I the said A. B. do hereby, for myself, my executors and administrators, covenant, promise, and agree to and with the said C. D. and E. F., and either of them, their and either of their executors and administrators, that when and as soon as the said bond or obligation shall be found, or come to my or their hands or possession, or to the hands or possession of any other person or persons, to my knowledge or for my use, I and they shall and will deliver, or cause and procure the same to be delivered up to the said C. D. and E. F., their heirs, executors, or administrators, or to some or one of them, to be cancelled; and will also, in the mean time, until the same shall be so found and delivered up (at my and their costs and charges), indemnify the said C. D. and E. F., their heirs, executors, and administrators, and either and every of them, therefrom, and from all or any actions, suits, costs, charges, payments, and damages for or in anywise concerning the same. In witness, &c.

Release from Creditors (to one that took out Letters of Administration to the Debtor), upon their receiving £—— in satisfaction of their Debts, to be divided amongst them in proportion to their Debts, and Covenant from them to refund in proportion, in case any Debts of the Deceased should appear. (2)

To all, &c., A. B., C. D., E. F., G. H., &c., creditors of J. P. of, &c. deceased, send greeting: Whereas the said J. P. at the time of his decease owed and was indebted unto the several persons aforesaid several sums of money, the particulars whereof, and of other charges and disbursements on account of the said J. P., are particularly mentioned in the account hereunto annexed: And whereas R. M. of, &c., hath taken out letters of administration to the said J. P., and hath thereby received the sum in the next account mentioned, and hath paid and divided the same amongst us the said creditors, in proportion according to our said debts, which we are satisfied is all that the goods and estates left by the said J. P. amounted unto: Now therefore know ye, that we the said creditors do hereby severally acknowledge to have received, on the day of the date hereof, of and from the said R. M., administrator of the goods and chattels of the said J. P. as aforesaid, our respective full proportionable parts and shares, according to the debts to us severally due and owing by the said J. P., of the sum of £—— of lawful, &c. remaining of the estate of the said J. P., as in the said annexed account is mentioned; and therefore each of us the said creditors, for himself, his heirs, executors and administrators, and partners, severally and respectively hath remised, released, and for ever discharged, and by these presents doth remise, &c. the said R. M. as administrator as aforesaid, his heirs, executors, and administrators, of and from the said several debts and sums of money so remaining due and owing to us respectively by and from the said J. P. as aforesaid, and from all manner of actions, suits, &c. which against the said J. P. or the said R. M. as administrator as aforesaid, we or either of us ever had, now have, or that we, our heirs, executors, or administrators, hereafter can, shall, or may have, for, upon, or by reason of the debts to us severally due and owing by the said J. P. deceased, or any other matter, cause, or thing whatsoever, from the beginning of the world unto the day of the date of these presents. And each of us the said creditors doth, for himself, his executors, administrators, and partners only and severally, and not jointly nor one for the other, covenant, promise, and agree to and with the said R. M., his executors and administrators, that if at any time hereafter

any other debt or debts, or sums of money, shall appear to be due and owing by and from the said J. P. deceased, to any other person or persons, other than what are mentioned in the said annexed account, and the same shall be demanded or recovered of the said J. P., his executors or administrators, that in such case each of us the said creditors shall and will upon demand refund and pay, or cause to be paid, unto the said R. M., his executors or administrators, our respective proportionable parts and shares, according to the debts owing to us by the said J. P. as aforesaid, of all such debt or debts, or sums of money, which shall be so demanded or recovered of or from the said R. M., his executors or administrators, or which he or they shall so pay as aforesaid, for or on account of the said J. P., and of all costs, charges, and damages for or by reason of any such debt or debts, or any suits or other proceedings at law or equity, or otherwise, concerning the same. In witness, &c.

— And by these presents (according to and in pursuance of a certain writing of award, indented, bearing date ———, made and given under the hands and seals of ———) do ———, for, upon, or anyways concerning ———, in the said award mentioned, or every or any part thereof (add the general words), and from all, &c.

A Release pursuant to an Award. (1)

This indenture, made the ——— day of ———, in the ——— year of the reign, &c., and in the year of our Lord ———, between (the releasor), of, &c. of the one part, and (the releasee), of, &c. of the other part. Whereas, &c. (recite operative part of deed and the covenant in question, and the consideration or motive): Now this indenture witnesseth, that in pursuance and performance of the said agreement, he the said (releasor) hath remised, released, and for ever quitted claim, and by these presents doth, for himself, his heirs, executors, and administrators, remise, release, and for ever quit claim unto the said (releasee), his heirs, executors, administrators, and assigns, and doth fully and absolutely exonerate and discharge him, them, and every of them, of, from, and against all that the said covenant, promise, and agreement in the said herein-before in part recited indenture of the ——— day of ——— contained or expressed, for the levying or acknowledging any fine or fines, &c. (as the case may be), and all benefit and advantage to be had or taken of, from, or by means of the same; and also of, from, and against all and all manner of action and actions, suit and suits, cause and causes of action and suit, and claims and demands whatsoever, which the said (releasor), his heirs, executors, administrators, or assigns, can or may have, claim, or demand, or, if these presents had not been made, could or might have had, claimed, demanded, or been entitled unto, upon, from, or against the said (releasee), his heirs, executors, administrators, or assigns, or his or their lands, tenements, goods, chattels, or effects, by reason or on account of the same, or the breach or non-performance thereof, or otherwise howsoever in relation thereto; so and in such manner as that he the said (releasor), his heirs, executors, administrators, and assigns, and all and every other person or persons claiming or to claim any estate, right, title, or interest from, through, under, or in trust for him, them, or any or either of them, shall not, nor can nor may take, have, or derive any advantage, or otherwise avail himself or themselves of the same, in any manner howsoever. And the said (releasor) doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (releasee), his heirs, executors, administrators, and assigns, that he the said (releasor), his heirs, executors, administrators, and assigns, shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the proper cost and expence of the said (releasee), his heirs, executors, administrators, or assigns, make, do, execute, and perfect, or cause and pro-

Release of a Covenant in a Deed. (2)

Covenant by Releasor to do further Acts

(1) Montefiore, 401.

(2) Wilde's Sup. 2 vol. 389.

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—————

cure to be made, done, executed, and perfected, all and every such further and other lawful and reasonable acts, deeds, matters, and things whatsoever, for the further, better, more perfectly and absolutely, or satisfactorily remitting, releasing, exonerating, and discharging the said (releasee), his heirs, administrators, and assigns, of, from, and against the said covenant, promise, and agreement, and also of, from, and against all claims and demands of him the said (releasor), his heirs, executors, administrators, or assigns, for or in respect thereof, or otherwise howsoever in relation thereto, as by him the said (releasee), his heirs, executors, administrators, or assigns, or his or their counsel in the law, shall be reasonably advised and required. In witness, &c.

Deed of Covenant not to sue one of several Grantors of Annuity, so as to release him without discharging the Co-obligor. (1)

This indenture, made, &c. between A. B. of, &c. of the one part, and C. D. of the other part. Whereas by indenture bearing date, &c., and made or expressed to be made between the said C. D. and C. J. esquire, of the one part, and the said ——— of the other part, in consideration of the sum of £—— therein expressed to be paid to the said C. D. and C. J. by the said ———, in manner therein expressed, the said C. D. and C. J. did thereby jointly, for themselves, their heirs, executors, and administrators, and each of them severally, separate, and apart from the other of them, did thereby, for himself respectively, and his respective heirs, executors, and administrators, covenant, promise, and agree to and with the said ———, his executors, administrators, and assigns, that they the said C. D. and C. J., or one of them, their or one of their heirs, executors, or administrators, should and would from time to time, and at all times thereafter during the joint lives of the said C. D. and C. J., and the life of the survivor of them, well and truly pay or cause to be paid unto the said ———, his executors, administrators, or assigns, one annuity or clear yearly sum of £——, by even and equal quarterly payments, to be made on the 30th day of November, the 28th day of February, the 31st day of May, and the 31st day of August in each and every year: And whereas by a warrant of attorney under the hands and seals of the said C. D. and C. J., bearing even date with the said indenture, the said C. D. and C. J. did authorize certain attornies therein named, jointly and severally, or any other attorney of the court of common pleas at Westminster, to appear for the said C. D. and C. J., or either of them, in the said court, as of Trinity term then last, Michaelmas term then next, or any other subsequent term, and to receive a declaration for them, or either of them, in an action of debt for the sum of £——, upon a mutuatus as for so much money borrowed at the suit of the said ———, and thereupon to confess the said action, or else suffer judgment by non sum informatus, or otherwise, to pass against them, or either of them, in the same action, and to be thereupon forthwith entered up against them, or either of them, of record of the said court, for the said sum of £—— debt, besides costs of suit; and by a memorandum or defeazance indorsed on the said warrant of attorney, it was declared that the said warrant of attorney, and the judgment to be entered up under the authority thereof, were given and to be entered up for the purpose of securing to the said ———, his executors, administrators, and assigns, the said annuity of £——, at the days or times, and in manner therein and herein-before mentioned: And whereas a judgment was in or about ——— term, in the ——— year of the reign of his present majesty, entered up against the said C. D. and C. J., jointly, under the authority of the said warrant of attorney: And whereas the said ——— departed this life in or about the month of ——— 18——, having first made his will, dated the ——— day of ——— 18——, and thereby he appointed the said ——— sole executor thereof, who hath since duly proved the same in the prerogative court of Canterbury: And whereas there was due and owing to the said ———, as such executor as aforesaid, on the 31st day of May last, for

(1) 8 T. R. 168. 3 M. & S. 315. 322.
1 Marsh. Rep. 603. 6 Taunt. 259.

N.B. This draft was settled with great care
by a very eminent conveyancer.

one year and a quarter's arrears of the said annuity, the sum of £——, after deducting the property tax payable thereon: And whereas the said C. D. hath agreed to pay to the said —— the said sum of £——, in consideration that the said —— shall exonerate and discharge him the said C. D., his heirs, executors, and administrators, from all further liability by reason of the said indenture and warrant of attorney, and the said judgment, or any future judgment or judgments to be entered up by virtue thereof, and for that purpose the said —— hath agreed to enter into the covenants and agreements herein-after on his part contained: Now this indenture witnesseth, that in pursuance of the said agreements, and in consideration of the sum of £—— of lawful money current in Great Britain, to the said —— well and truly paid by the said C. D. at or immediately before the execution of these presents, the receipt whereof the said —— doth hereby acknowledge, and of and from the same and every part thereof doth acquit, release, and discharge the said C. D., his heirs, executors, and administrators, by these presents, he the said —— doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said C. D., his heirs, executors, and administrators, in manner following; (that is to say), that he the said ——, his executors, administrators, or assigns, shall not nor will at any time or times hereafter arrest, sue or implead, or commence any action, suit, or other proceeding whatsoever against the said C. D., his heirs, executors, or administrators, whereby or by virtue or under colour whereof the said C. D., his heirs, executors, or administrators, or his or their real or personal estate, shall or may be attached or taken in execution for or by reason or means of any breach or non-performance already incurred, or hereafter to be incurred, of all or any of the covenants and agreements contained in the said in part recited indenture: And further, that he the said ——, his executors, administrators, or assigns, or any of them, shall not nor will, at any time or times hereafter, execute any writ or process whatsoever against the said C. D., his heirs, executors, administrators, or assigns, or his, their, or any of their real or personal estate or effects, upon or by virtue of any judgment or judgments already entered up, or hereafter to be entered up under the authority of the said warrant of attorney; and shall and will, at the request, costs, and charges of the said C. D., his heirs, executors, or administrators, acknowledge or cause to be acknowledged satisfaction on the record of the judgment or judgments already entered up under the authority of the said in part recited warrant of attorney, and do perform and execute all reasonable acts and deeds for the further indemnifying and securing the said C. D. in the premises, as shall or may be advised by counsel for or on the behalf of the said C. D., without prejudice nevertheless to any proceedings against the said C. J., his heirs, executors, or administrators, and his and their real and personal estate: Provided always nevertheless, that it shall and may be lawful to and for the said ——, his executors, administrators, and assigns, to name the said C. D. jointly with the said C. J. pro forma, in any proceedings on the said indenture and warrant of attorney and judgment, when it shall or may be necessary so to do, in order to obtain satisfaction of any monies due for arrears of the said annuity from the said C. J., his executors or administrators. In witness, &c. Received, the day and year first above written, of and from the above-named C. D., the sum of £——, the consideration-money above mentioned to be paid by him to me.

We, the grantees of the within annuity, do hereby acknowledge, that in consideration of the sum of £—— paid to us by the within-named C. D., we have released and discharged the said C. D., and his real and personal estate, from all liability touching or concerning the said annuity, without prejudice nevertheless to our claim on the within C. J. and his estate and effects. Dated this —— day of —— 18——.

Witness, ——.

Memorandum
to be indorsed
on the original
Grant.

CHAP. XIII.

Proceedings in Court of Admiralty. (1)

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Affidavit of
Owners, of Mis-
conduct of Mas-
ter, in order to
obtain Warrant
to arrest Ship.

In the Admiralty Instance Court.

R. D., of the town of Swansea in the county of Glamorgan, merchant, maketh oath and saith, that he, together with Messrs. S. L. H. and Co. ; J. B. of Morriston in the county of Glamorgan, gentleman ; D. D. of the town of Swansea aforesaid, master mariner ; J. E. of the same town, victualler ; and T. D. of the same town, ropemaker, are part owners of the sloop or vessel called the Jane and Ann, of Swansea, now in, or expected to arrive at the port of Llanelly in the county of Carmarthen, of the burthen of twenty tons or thereabouts, whereof H. E. is at present master, in the following shares ; (that is to say), this deponent of one-eighth part thereof, the said Messrs. S. L. H. and Co. of one quarter part thereof, the said J. B. of one-eighth part thereof, the said D. D. of one-eighth part thereof, the said J. E. of one-eighth part thereof, and the said T. D. of one-sixteenth part thereof. And this deponent further saith, that the said several parts or shares of the said sloop or vessel, being the property of him this deponent, and of the said Messrs. S. L. H. and Co., J. B., D. D., J. E., and T. D. are, in his opinion, worth the sum of two hundred and sixty pounds or thereabouts. And this deponent further saith, that he this deponent, and also the said Messrs. S. L. H. and Co., J. B., D. D., J. E., and T. D., are much dissatisfied with the conduct of the said H. E. as the master of the said sloop or vessel (who is also part owner), in the management thereof ; and therefore he this deponent, and the said Messrs. S. L. H. and Co., J. B., D. D., J. E., and T. D., are desirous to have the said sloop or vessel arrested, and prevent her going to sea, that this deponent, the said Messrs. S. L. H. and Co., J. B., D. D., J. E., and T. D., may have an opportunity of bringing the said H. E. to an account, and of disposing of their said several parts or shares before mentioned. And this deponent further saith, that he verily believes the said H. E. will proceed to sea with the said sloop or vessel against the will of this deponent, and the said Messrs. S. L. H. and Co., J. B., D. D., J. E., and T. D., unless prevented by the interference of this honourable court.

R. D.

Sworn at Swansea in the county of Glamorgan,
the 12th day of November 1821.

Before me,

J. J., a master extra in chancery.

A——, registrar.

Warrant to
Marshal to seize
Ship on behalf of
Part Owners,
and to cite all
Persons claim-
ing Interest to
answer, &c.

George the Fourth, by the grace of God, of the kingdom of Great Britain and Ireland, king, defender of the faith, to all and singular our vice-admirals, justices of the peace, mayors, sheriffs, bailiffs, marshals, constables, and to all other our officers, ministers, and others, as well within liberties and franchises as without, greeting : We do hereby empower and strictly charge and command you, jointly and severally, that you omit not by reason of any liberty or franchise, but that you arrest or cause to be arrested the said ship or vessel called the Jane and Ann of Swansea (whereof H. E. now is or lately was master), her tackle, apparel, and furniture, wheresoever you shall

(1) See ante, 3d vol. 601 to 618. The author has considered it inexpedient to introduce a full collection of forms under this head. Only a few are inserted, to show the course of proceeding.

find the same; and the same so arrested, you keep under safe and secure arrest until you shall receive further orders from us; and that you cite at the premises all persons in general who have or pretend to have any right, title, or interest therein, to appear before us, or our judge of our said high court of admiralty of England, or his surrogate, in the common hall of Doctors Commons, situate in the parish of St. Benedict, near Paul's Wharf, London, on the sixth day after the arrest, if it be a court-day, otherwise on the court-day next following, between the usual hours for hearing of causes, there to answer unto R. D. the owner of one-eighth, S. L. H. and Co. the owners of one-quarter, J. B. the owner of one-eighth, D. D. the owner of one-eighth, J. E. the owner of one-eighth, and T. D. the owner of one-sixteenth part of the said ship, Jane and Ann, in a cause of possession, civil and maritime; and further, to do and receive in this behalf as unto justice shall appertain; and that you duly certify us, or our said judge, or his surrogate, what you shall do in the premises, together with these presents. Given at London, in our aforesaid court, under the great seal thereof, the fifteenth day of November, in the year of our Lord one thousand eight hundred and twenty-one, and of our reign the second.

(By decree.)

(Signed)

A——, registrar.

Admiralty.

George the Third, by the grace of God, of the united kingdom of Great Britain and Ireland, king, defender of the faith, to the honourable H. L. marshal of the high court of our admiralty of England, and to his deputy whomsoever, greeting: We do hereby empower and strictly charge and command you, jointly and severally, that you omit not by reason of any liberty or franchise, but that you arrest or cause to be arrested the ship or vessel called the Union (whereof S. B. was master), wheresoever you shall find the same; so arrested, you keep under safe and secure arrest, until you shall receive further orders from us; and that you cite at the premises all persons in general who have or pretend to have any right, title, or interest therein, to appear before the judge of the high court of our admiralty of England, or his surrogate, in the common hall of Doctors Commons, situate in the parish of Saint Benedict, near Paul's Wharf, London, on the third day after the arrest, if it be a court-day, otherwise on the court-day next following, between the usual hours for hearing of causes, there to answer unto T. H. late a mariner on board the said ship, in a cause of wages, civil and maritime; and further, to do and receive in this behalf as to justice shall appertain; and that you duly certify our said judge, or his surrogate, what you shall do in the premises, together with these presents. Given at London, in our aforesaid court, under the seal of the same for causes, the twenty-seventh day of July, in the year of our Lord one thousand eight hundred and sixteen, and of our reign the fifty-sixth.

One hundred pounds.

A——, registrar.

R——.

(Penalty of Bond in usual form.)

Whereas the ship or vessel called the ———, whereof ——— is master, her tackle and cargo, were this day arrested by virtue of a warrant issued out of his majesty's high court of admiralty of England, at the suit of ——— and others, in a cause of salvage, civil and maritime, and bearing date the ——— day of ——— instant, and returnable before the judge of the high court of admiralty of England, or his surrogate, in the common hall of Doctors Commons, on ——— the ——— day of ——— next ensuing: And whereas the said ———,

Warrant to Marshal to seize Ship, &c. in a Suit for Seamen's Wages, and cite Owners, &c. to answer, &c.

Bond on an Arrest of Ship for Salvage conditioned for putting in Bail in Admiralty, to answer, &c. (1)

Vol. III. C.XIII. being agent for and on the behalf of the owners of the said ship or vessel and cargo, or some of them, has requested ———, to whom the said warrant was sent for execution, that the said ship or vessel might be permitted to proceed to the port of ———, (whither she was about to sail) in order that the great loss and hindrance to the owners of her and her cargo, by her detention, whilst bail is putting in to the said arrest, or before a settlement take place between them and the complainants, may be avoided, upon his the said ——— entering into the above obligation with the underwritten condition, which the said ——— has consented to : Now therefore the condition of this obligation is such, that if good and sufficient bail to the said arrest of the said ship or vessel and cargo be in due manner put in and justified in the high court of admiralty aforesaid, at the return of the said warrant, or within the time allowed by the rules of the said court, without further notice to the said ——— or any of the owners of or concerned with the said ship and cargo; and if due notice be thereof given to the proctors (procuring the said warrant), unless in the meantime full satisfaction be made to the said ———, and other the complainant or complainants therein, for their demands in the said ship or vessel and cargo : Then, &c.

Mary Ann.

12th January 18—.

Recognizance
with Sureties,
where Owners
of Two-Eighths
have arrested
Ship, for her safe
Return. (1)

On which day B. exhibited as proctor, and made himself a party for G. G. H. master of the said ship Mary Ann, and produced for sureties J. C. of Wapping High Street, mathematical instrument maker, and J. P. of the same place, undertaker, who submitting themselves to the jurisdiction of this court, bound themselves, their heirs, executors, and administrators for the said G. G. H. in the sum of £684 of lawful money of Great Britain (being double the appraised value of two eighth parts of the said ship), unto W. F. of Rood-lane Fenchurch-street, London, merchant, and P. F. of Harwich in the county of Essex, owners of the said two eighth parts or shares of the said ship, for the return of the said ship to the amount of the shares of the said W. F. and P. F.; and unless they shall so do, they do hereby severally consent that execution shall issue forth against them, their heirs, executors, and administrators, goods and chattels, wheresoever the same shall be found, to the value of the sum afore-mentioned; which caution the said surrogate received on the report of J. D., marshal of this court, as to the sufficiency of the said sureties; and at the petition of B., decreed the said ship to be released from the arrest.

Present, B.

Warrant to
Marshal for
Sale of Ship, &c.
upon a Decree
in a Suit in the
Court of Admi-
ralty for Sea-
men's Wages.

George the third, by the grace of God, of the united kingdom of Great Britain and Ireland, king, defender of the faith, to the honourable H. L., marshal of the high court of our admiralty of England, and to his deputy whomsoever, greeting: Whereas the worshipful S. P. P., doctor of laws, surrogate of our beloved the right honourable Sir W. S. knight, doctor of laws, our lieutenant of the high court of our admiralty of England, and in the same court official principal, and commissary general and special, and president and judge thereof, lawfully constituted and appointed, in a certain cause of subtraction of wages civil and maritime, moved and prosecuted before him in our said court on behalf of T. H. late mariner, against the ship called Union, (whereof S. B. was master), her tackle, apparel, and furniture, rightly and duly proceeding at the petition of the proctor of the said ship Union, her tackle, apparel, and furniture, (justice so requiring); we do therefore by these presents authorize and empower you

(1) See Holt on Shipping, 2 vol. 436.

jointly and severally, and do strictly charge and command you that you expose or cause the aforesaid ship Union, her tackle, apparel, and furniture, to be exposed to public sale, and that you sell or cause the same to be sold to the best bidder, and that you bring or cause to be brought the produce money arising from such sale into the registry of our aforesaid court, within two months from the day of the date hereof, to be there kept for the use of the persons who shall be entitled thereto; and that at the same time you duly transmit the account of such sale, subscribed by you, to our aforesaid judge of our said court, or his surrogate, together with these presents. Given at London in our aforesaid court, under the seal of the same for causes, the 30th July, in the year of our Lord 1817, and of our reign the fifty-seventh.

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A——, registrar.

On Saturday the second day of May, in the year of our Lord 1818, before the right honourable Sir W. S. knight, doctor of laws, lieutenant of the high court of admiralty of England, and in the same court official principal, and commissary general and special, and president and judge thereof, lawfully constituted and appointed, in the common hall of Doctors Commons, London; present J. F. one of the deputy registrars.

Decree against Claims as Part Owners, and Supersedes of Warrant of Arrest and Bail thereon.

Warrior, Daniel Peache, Master.

M. B. of Camberwell, in the county of Surrey, esquire, against the said ship Warrior, her tackle, apparel, and furniture, and the freight due for the transportation of the cargo now or lately on board the said ship, in a cause of possession civil and maritime, and against J. D W., intervening as the legal owner of the said ship.

For further Argument.

Fenton.

Pulley.

Pulley brought in attestation of the said D. P. with an exhibit annexed. The judge having heard further information by counsel on both sides by interlocutory decree, pronounced against the interest of Fenton's party, asserting himself to be owner of the said ship, and decreed the warrant to be superseded, and moreover dismissed the bail given on the 10th of October 1817, on behalf of Pulley's party.

CHAP. XIV.

Form of Remedies in Equity and at Law.

(See ante vol. 3. 619 to 636). No precedents under these heads are here published; not only because they are so numerous, but also because they are already published in the practical works on the subject.

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CHAP. XV.

Forms relative to Arbitrations.

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Submission to
Arbitration by
Indenture. (1)
Recital of par-
ticular Differ-
ences. (2)

Parties agree to
refer Disputes to
Arbitration, and
Covenant to
abide the
Award.

So that the same
may be made
within a given
time.

Powers for
Arbitrators to
enlarge the time.

Power for the
Arbitrators to
appoint an Um-
pire.

And on neglect
for — Days
he may be ap-
pointed by a
named Per-
son. (3)

THIS Indenture made the ——— day of ——— in the year of the reign, &c., and in the year of our Lord 1823; between A. B. of, &c., of the one part, and C. D. of, &c., of the other part. Whereas, disputes and differences have arisen between the said A. B. and C. D., relative to (here state the subject of difference between the parties): And whereas they the said A. B. and C. D. have agreed to refer the same to the award, order, judgment, and determination of E. F., of, &c., and G. H., of, &c., and such other person, if any, as they may think proper to name in pursuance of the power hereinafter contained: Now this indenture witnesseth, that in pursuance of the said agreement, they the said A. B. and C. D., for themselves severally and respectively, and for their several and respective heirs, executors and administrators, do hereby covenant, promise and agree with and to each other, and the heirs, executors and administrators of each other respectively, in manner following; that is to say, that they the said A. B. and C. D. respectively, each of them covenanting separately as aforesaid, shall and will well and truly observe, perform, and keep the award, order, arbitrament, and final determination of the said (arbitrators) and of such other person as they shall or may name and appoint by virtue of the power hereinafter contained to be umpire between them or to assist them in or concerning the premises of and concerning all and all manner of differences, controversies, claims and demands whatsoever now subsisting or depending by or between the said parties or any of them, and so hereby to them referred as aforesaid, or any thing in any wise relating thereto so that the award of the said (arbitrators), and of such other person as aforesaid, if any shall be so appointed, or of any two of them, be made in writing under their respective hands within the space of one calendar month from the date hereof: Provided nevertheless, that in case the said (arbitrators) should be desirous of having further time for making their award, not exceeding ——— days from the expiration of the period hereby appointed for that purpose, and shall signify the same under their hands by indorsement on these presents, then and in such case the award so to be by them made within the said further or extended period shall be equally binding and effectual, as if the same had been made and declared at or before the expiration of the said period of one calendar month from the date hereof: And it is hereby declared and agreed by and between all and every the said parties hereto, that if they the said (arbitrators) shall not agree upon the said award determination to be by them made in or concerning the premises; or if before any such disagreement take place they shall think proper so to do, it shall be lawful for them the said (arbitrators) and they are hereby expressly empowered by writing under their respective hands to appoint any other indifferent person to be umpire in, or to concur and join with them in considering and determining all or any of the premises hereby to them referred: And in case the said (arbitrators) cannot agree upon an award or determination to be by them made within the said period of one calendar month, and shall refuse or neglect to appoint an umpire for the space of fourteen days next after the expiration of the said period, then such person as L. M. shall ap-

(1) Wilde's Supp. vol. I. 129. As to the submission in general, see ante, 3 vol. 63^a.

(2) When the reference is of all matters

in difference it seems unnecessary to recite particular differences.

(3) This is an unusual clause.

point, on application made to him for that purpose by either of the parties hereto, shall be an umpire in or concerning the premises: And the award or umpirage, order or determination, which shall be made by the said umpire concerning the premises, shall be as conclusive upon all and every the parties hereto and their respective representatives, as if he had been appointed by these presents, so that the same be made in writing under his hand within one calendar month next after reference thereof shall be to him made: And it is hereby declared and agreed, that the said arbitrators or umpire, or any two of them, as the case may be, shall have full power and authority to dismiss or order the dismissal of the suit so now depending between the said parties hereto as aforesaid, and a release from all and each of the said parties hereto of the subject matter thereof, and to make or give any orders and regulations or directions which they or he shall think proper as to the time and terms of such dismissal and release respectively; and also to order and award a conveyance or other assurance from or by the said (first party) to the said (second party), his heirs, executors, administrators and assigns, or such person or persons as he or they shall appoint, of all or any of the messuages, lands, and hereditaments contained or referred to in or by the said in part recited indenture of the ——— day of ———; and also to order or direct any further consideration money or consideration monies to be paid by the said (second party), his heirs, executors or administrators, to the said (first party), his executors, administrators or assigns upon, the execution of any such conveyance or assurance which they or he shall think reasonable or just: And further, that the said suit now depending between the said parties shall be suspended, and no further proceedings had therein, nor any other action, suit, or proceeding at law or in equity be commenced or prosecuted by any or either of the said parties, his or their heirs, executors, or administrators, against the other or others of them, his or their heirs, executors, or administrators, in relation to the matters and things aforesaid, or any of them, until the said award or umpirage shall have been made and delivered, or the said arbitrators or their umpire shall have declined or neglected to make their award or umpirage within the respective times hereby limited for that purpose: And it is hereby further declared and agreed that the present reference or submission shall or may be made a rule in his majesty's court of king's bench at Westminster, on the application of either of the parties hereto, his or her heirs, executors, administrators, or assigns; and that no action or suit at law or in equity shall be commenced or prosecuted against the said arbitrators or umpire, concerning his or their award or determination after the same shall have been so made as aforesaid, nor to impeach the said award or umpirage, unless some collusion or other fraud be discovered or appear therein: And the several parties hereto do hereby respectively agree and submit to attend the said arbitrators and umpire, and to be examined upon oath by the said arbitrators or umpire, relative to all or any of the matters so in difference as aforesaid; and also to produce unto and deposit with the said arbitrators or umpire, if thereto required, all, or any deeds, writings, papers, and evidences in their respective custody or power concerning the same, when and as often as they shall respectively be thereunto required in writing under the hands or hand of the said arbitrators or umpire, and in default thereof the said arbitrators or umpire shall or lawfully may determine ex-parte, or otherwise, at their or his discretion: And moreover, that in case no award shall be made by the said arbitrators or umpire within the time hereinbefore appointed for that purpose, the lord chancellor, or vice chancellor, or lord keeper, or lord commissioners of the great seal for the time being, or any other judge or justice, or judges or justices before whom the aforesaid suit shall or may for the time being be depending, shall have and may exercise all the personal authorities hereby given, or intended to be

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Award of Umpire to be final.

If made within one month.

Authority of Arbitrators or Umpire to dismiss Suit.

Order Conveyances.

Payment of Consideration Money.

Suit now depending to be suspended.

Submission to be made a Rule of Court.

Parties submit to be examined.

If no Award made within the time limited, the Lord Chancellor, &c. to award.

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And such Award
to be binding,
although extra-
judicial.

Nomine pœne.

Costs to abide
the Award.

given to the said arbitrators or umpire; and that his or their determination, order, or decree concerning the same, whether judicially or extra-judicially made, shall be binding and conclusive upon all and every the parties hereto; and although extra-judicially made, shall or may be made a rule of court at the instance of either of the said parties, or of their respective representatives: And each of the said parties hereto doth hereby bind himself, his heirs, executors, and administrators, unto the other of them, his executors, administrators, and assigns, in the penal sum of £—— of good and lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, for the true and faithful observance and performance, on his and their respective parts, of the award, umpirage, or determination which shall be so made as aforesaid, and of all and every the orders, directions, matters, and things therein to be contained, which by him or them severally and respectively shall be required to be performed or observed (1): And it is hereby lastly agreed, that all fees and monies which the said arbitrators or umpire, or any or either of them, shall think proper to give to any counsel or others for advice, or otherwise, relative to the premises aforesaid, and other reasonable expences attending their or his award or umpirage in or concerning the premises, and also the costs of the said suit so depending as aforesaid, and of all matters and things in relation thereto, or to these presents, shall abide the event of the said award, and be borne and paid by the party or parties, and at such time and manner as the same shall therein or thereby be ordered or directed to be paid or borne, and be reckoned and allowed in all things as between party and party, and not as between attorney and client. In witness, &c.

Common Form
of Bond of Sub-
mission to Arbi-
tration to two or
more Arbitra-
tors.

Know all men by these presents, that C. D. of, &c. is held and firmly bound to A. B. of, &c. in the penal sum of £100 of good and lawful money of Great Britain, to be paid to the said A. B., or his certain attorney, executors or administrators, to which payment to be well and faithfully made the said C. D., his heirs, executors, and administrators, is firmly by these presents, sealed with his seal, dated the, &c. in the third year of the reign of our sovereign lord George the Fourth, by the grace of God, of the united kingdom of Great Britain and Ireland king, defender of the faith, and in the year of our Lord one thousand eight hundred and ——. Whereas divers differences and disputes have arisen and are still depending between the above-bound A. B. and the above-named C. D., and in order to put a final end to the same, they have agreed to refer the same to the award, order, and determination of E. F. of, &c., G. H. of, &c., and I. K. [if to three, say, "or any two of them,"] arbitrators indifferently chosen by and between the said A. B. and C. D., to award, arbitrate, judge, and determine of and concerning the said differences and disputes: Now the condition of this obligation is such, that if the said C. D., his heirs, executors, and administrators, do and shall for his part and behalf in all things well and truly stand to, obey, abide, observe, perform, fulfil, and keep the award, order, arbitrament, final end, and determination of the said E. F. and G. H. (or any two of them), arbitrators indifferently elected and named, as well on the part and behalf of the above-bounden C. D. as of the above-named A. B., to arbitrate, award, order, judge, and determine of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, specialties, covenants, contracts, promises, accounts, reckonings, sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages, and demands whatsoever, both in law and equity, at any time heretofore had, made, moved,

(1) It might be as well to insert a stipulation in case either party should delay arbitration, or attempt to revoke authority.

brought, commenced, sued, prosecuted, committed, or depending by or between the said parties of them, so as the said award of the said arbitrators, or any two of them, be made in writing under their hands (or under the hands of any two of them), ready to be delivered to the said parties in difference, or such of them as shall desire the same, on or before the — day of —; then this obligation to be void, or else to be and remain in full force and virtue. And it is hereby agreed by and between the said parties, that these presents, and the submission hereby made of the said matters in controversy, shall be made a rule of his majesty's court of king's bench, to the end the said parties in difference shall be finally concluded by the said arbitration, pursuant to the statute in that case made and provided.

Sealed and delivered (being first duly stamped)
in the presence of —.

Know all men by these presents, that I [or we] (the obligor or obligors) of, &c. am [or are] holden and firmly bounden unto (the obligee) [or (obligees)] of, &c. in the penal sum of £— of lawful money of the united kingdom of Great Britain and Ireland, of English value and currency, to be paid to the said (obligee) [or (obligees) or one of them, or their or] his executors, administrators, or assigns, or his or their lawful attorney or attorneys, for which payment to be faithfully and truly made I bind myself, my heirs, executors, or administrators [or we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, and every of them] firmly by these presents, sealed with my seal [or our respective seals.] Dated this — day of —, in the — year of the reign, &c. and in the year of our Lord —.

Bond upon the Submission of Disputes to Arbitration, where there has been a Deed of Reference. (1)

Obligation.

Whereas disputes having arisen between the said (obligor) and (obligee) relative to [here state the subject of difference], they the said (obligor) and (obligee) by an indenture bearing even date with the above-written obligation, and made or expressed to be made between the said (obligor) of the one part, and the said (obligee) of the other part, have referred the same to the judgment and determination of (the arbitrators), of, &c., and have agreed to execute mutual bonds for the performance of the award of the said (arbitrators), with such condition to be thereunder written, for making void the same, as hereinafter is expressed: Now the condition of the above-written obligation is such, that if the above-bounden (obligor), his heirs, executors, and administrators, do and shall well and truly, observe, perform, and keep the award, order, arbitrament, and final determination of the said (arbitrators), and of such other person as they shall or may by virtue of the power to them given in or by the said in part recited indenture of submission name and appoint to be umpire between them, or to assist them in or concerning the premises, of and concerning the matters and things so referred to them the said (arbitrators), as hereinbefore is mentioned, or in anywise relating thereto; and also if the said (obligor), his heirs, executors, and administrators, do and shall well and truly perform, observe, fulfil, and keep all and every the covenants, clauses, conditions, stipulations, and agreements, in the said in part recited indenture of submission contained on the part and behalf of the said (obligor), his heirs, executors, or administrators, to be observed, performed, fulfilled, and kept, according to the true intent and meaning of the same respectively: Then, &c. or else, &c.

Condition.

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Bond of Submission to two Arbitrators, where subject in dispute is recited.

Whereas differences and disputes have arisen, and are now depending between the above-bounden A. B. and the above-named C. D. concerning (here mention particularly what the difference is about): And whereas, for the final end and determination of the said differences and disputes so depending between them, the above-named C. D. and the above-bounden A. B. have agreed to submit themselves to the award, order, arbitrament, final end and determination of E. F. of, &c. and G. H. of, &c., arbitrators indifferently elected and chosen between them, to arbitrate, award, and determine of and concerning the said differences and disputes; and if they do not make their award within the time hereinafter limited, then to the umpirage (if the umpire be named) of I. K. of, &c., (if not named), of such person as the said arbitrator shall indifferently choose for umpire in and concerning the premises: Now the condition of this obligation is such, that if the above-bounden A. B., his heirs, executors, and administrators, for and on his and their parts, and behalves, shall and do in and by all things well and truly stand to, obey, abide, observe, perform, fulfil, and keep the award, order, arbitrament, final end and determination of the said E. F. and G. H., arbitrators indifferently elected and chosen as aforesaid, as well on the part and behalf of the above-bounden A. B., as on the part and behalf of the above-named C. D., to arbitrate, award, order, judge, determine, and agree touching and concerning the said matters in difference, and all and any actions, cause and causes of actions, suits, bills, bonds, specialties, covenants, contracts, dues, damages, claims, and demands whatsoever, both in law and equity, at any time heretofore had, made, brought, commenced, and prosecuted, done, suffered, committed, or depending by or between the said parties, so that the award of the said arbitrators be made in writing indented, under their hands, ready to be delivered to the said parties in difference on or before the — day of — now next ensuing; And if the said arbitrators shall not, &c. (as before): Then, &c.; otherwise, &c.

Agreement of Reference not under Seal of all Matters in difference (1)

Memorandum of an agreement made this — day of — A. D. —, between A. B. of, &c., and C. D. of, &c. Whereas disputes and differences have arisen and are subsisting between the above named parties. Now, therefore, it is hereby agreed by and between the said parties, to refer all disputes and differences whatsoever between them to the award and final determination of E. F., &c., and that they will respectively obey, observe, perform, fulfil, and keep the award of the said E. F. of and concerning the premises, so that the same be made in writing, and signed by him, on or before the — day of — next ensuing, with power for the said E. F. to enlarge the time for making his award from time to time, as he shall think fit: and we the said parties, do respectively agree to produce all books, vouchers, accounts, and documents in our possession or power, before the said arbitrator, as he shall require and do all other acts needful and necessary to enable the said E. F. to make a just award of and concerning the premises: And it is further agreed by and between the said parties, that the costs of this reference, and of the said E. F.'s award, shall be in his discretion; and that these presents, and the submission thereby made of the said matters in difference to the award of the said E. F. shall be made a rule of his majesty's court of king's bench, pursuant to the statute in that case made and provided, Dated, &c.

Clause when there is to be an Umpire.

And if the said arbitrators shall not make such their award of and concerning the premises, within the time limited as aforesaid, then, if the above bounden A. B., his heirs, executors, and administrators, for and on his and

(1) This agreement is to have an agreement stamp.

their parts and behalves, do and shall well and truly stand to, obey, abide, observe, perform, fulfil, and keep the award, determination, or umpirage (if the umpire be named) of I. K. of, &c., a person indifferently named and chosen between the said parties for umpire as aforesaid, (if not named), of such person as the said arbitrators shall indifferently name and choose for umpire in and concerning the premises), so as the said umpire do make and set down his award and umpirage in writing indented under his hand on or before the — day of — now next ensuing: Then, &c.; otherwise, &c.

Whereas by articles of copartnership (or as the case may be) bearing date the — day of —, which was in the year — and made or expressed to be made between the said (one party) of the one part, and the said (other party) of the other part, it was amongst other things declared and agreed, that in case any dispute or question should arise between the said parties relative to the construction of the said articles, or all or any of the matters or things therein contained, the same should be referred to the arbitration of two indifferent persons, one to be named by each of the parties, with power for the said arbitrators so to be named to appoint a third person to assist them in the execution of the premises, and such other powers and authorities as are hereinafter given; and that the award of the said arbitrators or umpire should be final and conclusive upon all persons interested therein: And whereas disputes have arisen, &c.

Submission in pursuance of a Clause of Reference contained in Articles of Copartnership, or other previous Agreement.

And it is hereby further agreed, That the said parties and witnesses to be examined before the said arbitrators or umpire, touching the matters referred, shall be upon oath, to be sworn before any of the judges of the court of king's bench or common pleas, or his majesty's justices of the peace, if the said arbitrators or umpire shall think fit; and that the costs of the said reference shall be in the discretion of the said arbitrators or umpire so to be chosen as aforesaid.

Clause to be added when the Parties or Witnesses are to be examined upon Oath.

And it is hereby agreed by and between the said parties, that neither of them shall or will bring or prosecute or cause to be brought or prosecuted, any action or suit in any court at law or equity, against the said arbitrators or umpire, or bring or prosecute any in equity against each other, of and concerning the premises so as aforesaid referred. And also, that these presents, and the submission hereby made in consequence thereof, shall be made a rule of the court of king's bench (or "of some of his majesty's courts of record at Westminster," if the court shall so please; to the end, the said parties in difference shall be finally concluded by the said arbitrators or umpire by these presents, pursuant to the statute in that case made and provided.

Clause that the Award or Umpirage is to be made a Rule of Court, and no Bill, &c. against Arbitrators.

Whereas differences and disputes have arisen and are depending between the above-named D. of the one part, and E., master of the ship called the Justina, of the burthen of — tons, or thereabouts, of the other part, concerning a charterparty dated the, &c. and made between the said E. master of the said ship of the one part, and the said D. of the other part, and concerning damages demanded by the said D. for a breach thereof by the said master, which differences, and likewise all or any other differences and disputes so depending between them the said D. and E., and all actions, suits, and causes thereof, covenants, contracts, agreements, sums of money,

Reference from Part Owners, and one on behalf of the Master of a Ship, respecting Damage, demanded for Breach of Charterparty.

(1) As to the necessity of this clause, ante, vol. 3. 639. Lord Raym. 674. Barnes, 55.

Vol. III. Ch. XV. payments, damages, claims, and demands concerning the same, the above-bound, a part owner of the said ship, and B. for and on the behalf of the said E. and the said D. have agreed to refer the same to the award, order, arbitrament, final end and determination of, &c., arbitrators indifferently, &c. Now therefore, &c. that if the said E. and part owners of the said ship, his and their executors and administrators, for and on their parts and behalves, shall and do in and by all things well and truly stand to, obey, abide, observe, perform, fulfil, and keep the award, order, arbitrament, final end and determination of the said ——— &c. — (as above to the end.)

Reference between Masters and Part Owners and Freighters of a Ship.

The condition, &c. that if the above-bound A., who was late master of the ship or vessel called the Justina, and the above-bound B. and C. D. part owners of the said ship, and the rest of the owners thereof, do and shall in and by all things well and truly stand to, obey, abide, observe, perform, fulfil, and keep the award, order, arbitrament, final end, and determination of ——— arbitrators indifferently elected and chosen, as well by and on the part and behalf of the above-bounden A. B. C. and D., as by and on the part and behalf of the above-named E. and C. to arbitrate, award, order, judge, determine, and agree touching and concerning all and all manner of actions, cause and causes of action, suits, bills, bonds, specialties, covenants, contracts, dues, damages, claims, and demands whatsoever, between the said parties, or any of them, relating to or concerning the said ship or vessel the Justina, and her late voyage to Leghorn, and thence to Liverpool, so that the award of the said arbitrators be made in writing indented under their hands and seals, ready to be delivered to the said parties in difference on or before the ——— day of ———, now next ensuing. And if the said arbitrators shall not, &c. (as before); then &c. Otherwise, &c.

Reference between the Masters of two Ships, for themselves and the rest of the Part Owners, about a Prize.

Whereas differences, &c. between the above-bound A. B. and the rest of the part owners of the ship or vessel called the ———, whereof the said A. B. is commander, of the one part, and the above-named C. D. and the rest of the part owners of the ship or vessel called the ———, whereof the said C. D. is commander, of the other part, concerning the parts and proportions claimed by and belonging to the owners of the said several ships in respect thereof, of and in a Spanish ship or vessel called the ———, whereof ——— was master, and her loading, which was lately taken as a prize by the said A. B. and C. D. in and with the said ships ——— and ———, and all monies arising thereby: Now the condition, &c. that if the said A. B. and the rest of the part owners of the said ship the ———, their executors, administrators, and assigns, do and shall, in and by all things well and truly stand to, perform, and keep the award, &c. of ——— &c. ——— arbitrators indifferently named by and on the behalf of the said parties in difference, to arbitrate, judge, and determine of the said matters in difference between them, and all or any action, &c. concerning the same, so as their award shall be made, &c.

Reference between Part Owners, and one on the behalf of Sailors, for Wages.

Whereas differences, &c. between the above-bound A. B. and the above-named C. D., touching the claims of E. F. and G. H., for whom the said C. D. acts as attorney, concerning wages due to them from the said A. B. and the rest of the part owners of the said ship called the ———, whereof I. M. was master, which differences the said parties have agreed to refer to the award, order, and determination of ———: Now the condition, that if the said part owners, &c. (as above.)

The difference in the other part :

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That if E. F. and G. H. for whom he acts as attorney, &c. (as in the other) shall, &c.

Whereas differences, &c. between the above-bound A. B. and the above-named C. D. and E. F., assignees under a commission of bankruptcy awarded and issued against J. W. late of, &c., who hath become bankrupt, concerning an account depending between the said A. B. and J. W. respecting the ship called —, whereof the said A. B. was master, which differences concerning the said ship, and all or any other accounts, matters, and things depending between the said A. B. and J. W. they the said parties have agreed to refer to, &c. to the award, judgment, and determination of J. M. of, &c. and N. O. of, &c. arbitrators indifferently named and chosen by and between the said parties in difference, in and concerning the premises: Now the condition, &c. that if the said A. B. do and shall, &c.

Reference between the Assignees in a Commission of Bankruptcy, and the Master of a Ship that belonged to the Bankrupt.

The difference in the other part is,

That if the said C. D. and E. F., assignees as aforesaid, do and shall, from and out of the proceeds of the estate of the said J. W., and in proportion to such dividends as his other creditors shall receive, well and truly stand to, &c.

If the parties intend to submit all matters jointly or severally in difference between them, state that they refer "all matters in difference between the said parties, as well jointly and severally."

Reference of all Matters in difference. (1)

If only a particular subject in dispute is referred, it should be mentioned accordingly.

Reference of a particular Matter in dispute.

Where an action has been commenced, if the subject matter of the reference be confined solely to matters in dispute in that particular suit, state that they refer "all matters in difference in the said cause between the parties."

Reference of all Matters in difference in an Action only. (2)

Where an action has been commenced, and the parties wish to refer all matters in difference besides the claim for which has been brought, say, that they refer "all matters in difference between the said parties in the cause."

Reference of all Matters in difference, independent of those in an Action. (3)

Sir,

I hereby give you notice that it is my intention and desire that the differences now subsisting between us respecting, &c. [state the subject of difference], and all other matters having any relation thereto, be referred to arbitration in conformity to the clause or permission for that purpose contained in the deed or articles of copartnership between us: And in pursuance thereof, I do hereby name and appoint A. B. of, &c. my arbitrator concerning the premises: And I hereby give you further notice, that in default of your naming an arbitrator therein on your behalf by the space of fourteen days next after the date hereof, I shall, at the expiration of that period, submit the subject of the said dispute to the arbitration of two indifferent persons, to be

A Notice by one Copartner to another, requiring Disputes to be referred to Arbitration, according to Clause in Deed of Copartnership. (4)

(1) See Com. Rep. 546.

(2) 2 T. R. 643. 3 T. R. 626.

(3) 2 T. R. 645. 3 T. R. 626. 2 Saund. 64. 7. 3.

(4) Wilde's Supp. 2 vo'. 254.

Vol. III. Ch. XV. by me named (the said A. B. being one), for the purpose of their determining the same in pursuance of the authority given to me for that purpose in or by the said articles of copartnership. Dated this — day of —.

To (the copartner) of, &c.

Agreement to extend Time for making an Award where no Clause to that Effect in Arbitration Bonds. (1)

Whereas differences and disputes having arisen between A. B. of, &c. of the one part, and C. D. and E. F. of, &c. of the other part, the said parties, in order to put an end thereto, entered into arbitration bonds, bearing date the —, in the penal sum of —, conditioned to abide by the award of G. H. of, &c. and I. K. of, &c. concerning the premises, so as they should make their award on or before the — now last past; but if the said arbitrators should not make their award by that time, then to abide by the award or umpirage of L. M. of, &c., or of his nominee as therein mentioned, so as such umpire or nominee should make his award on or before the — then and now next: And it was thereby amongst other things agreed, that if the said L. M. should decline taking upon himself the said umpirage, that the same should be ended and determined by such person as the said L. M. should nominate for that purpose: And whereas the said arbitrators did not make their award by the time limited in the said bonds, and the said L. M. declining the umpirage, and having nominated N. O. of, &c. in his stead, the said parties have agreed to extend the time for making his award, to the — day of — now next ensuing. Now it is hereby agreed between the said A. B., C. D., and E. F., that the time for the said nominee's making his award or umpirage shall be, and the same is hereby extended to the said — day of — next, and that the said parties shall be bound by and perform the award and umpirage of the said N. O. if made in writing under his hand, ready to be delivered to the said parties, or such of them as shall require the same, on or before the said — next, as fully and effectually, and in like manner as if the same had been made and delivered before the said —; and that this submission or agreement shall and may be made a rule of some of his majesty's courts of record at Westminster, if any of the said courts shall so please; and that the said bonds shall stand and be mutual securities for the due performance of such last-mentioned award or umpirage. In witness, &c.

Agreement under Seal by the Parties in difference to enlarge Time.

Know all men by these presents, that we the within-named (parties in difference) for ourselves severally and respectively, and for our several and respective heirs, executors and administrators, do hereby grant and allow unto the within-named (arbitrators) the further period of one calendar month for making their award of and concerning the several matters so referred to them as within mentioned, in addition to and augmentation of the time within given or allowed to them for that purpose. In witness, &c.

Appointment of a Third Person as Arbitrator. (2)

We the within-named E. F. and G. H. do by this memorandum under our hands made before we enter or proceed on the arbitration within mentioned declare that we have nominated and appointed and do hereby nominate and appoint Mr. I. K. of —, the third person or arbitrator to whom together with ourselves all matters in differences between the said parties shall be referred according to the tenor and effect of, &c., (according to the form of the submission). Witness our hands this — day of — 18

E. F.
G. H.

To all to whom these presents shall come: We the undersigned (arbitrators) of, &c., send greeting: Whereas by indenture(2) bearing date the — day of — last past, and made or expressed to be made between (one of the parties in difference) of, &c., of the one part, and (the other party) of, &c., of the other part, the said (parties in difference) agreed to refer certain differences then subsisting between them and therein mentioned to the judgment and arbitration of us the said (arbitrators): And whereas it was thereby declared and agreed that if we did not agree upon our award within the space of one calendar month from the date of the said indenture, or without any such difference if we should think proper, we should be at liberty to name and appoint any other person as umpire or to assist us concerning the same: And whereas we have taken the matters so referred to us into our consideration, but cannot agree upon the award to be made concerning the same: Now know ye that in pursuance of the power and authority so vested in us by the hereinbefore in part recited indenture, we the said (arbitrators) have nominated and appointed, and by these presents do nominate and appoint (the umpire) of, &c., to be umpire between us in relation to the matters so referred to us as aforesaid, and do hereby refer all and singular the matters and things so referred unto us unto the judgment and final determination of him the said (umpire) accordingly. In witness, &c.

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Appointment of an Umpire by Arbitrators disagreeing upon their Award, where Submission was by Deed Poll. (1)

Recital of Deed of Submission to Arbitration.

And of power to appoint Umpire.

Of difference of Opinion between Arbitrators.

Appointment of Umpire.

To all, &c., We A. B. and C. D. of, &c., send greeting: Whereas E. F. and G. H. of, &c., by obligation bearing date, &c., have bound themselves reciprocally to stand to the award of us the said A. B. and C. D. to be made in writing of all differences depending between them, on or before the — day of the date hereof; and in case no award should be made by us the said arbitrators on or before the said day in conclusion of the said premises, then to stand to the final end and determination of such person as should be chosen umpire by us the said arbitrators, for the final end and conclusion of the premises to be made by the said umpire on or before, &c.: Now know ye, that we the said A. B. and C. D., arbitrators aforesaid, not having concluded and agreed upon the premises to us referred as aforesaid, and also desiring that a full end and final conclusion may at length be made between the said parties concerning the premises, do hereby, according to the power so granted by the said obligation, nominate, determine, and appoint J. M. of, &c., to be the sole and only umpire in the premises, to conclude and determine and finally to finish all the matters, demands and differences in controversy between the said parties, which umpirage and final conclusion of the premises to be made by the said J. M. in writing, indented under his hand and seal, ready to be delivered unto the said parties in controversy on or before the — day of — now next ensuing. In witness, &c.

The like where Submission Bond. (3)

I propose to consider of the matters to me referred in this cause, on — next at — of the clock in the — noon, at, &c., when and where all parties concerned are to attend. Dated this — day of — 18

Appointment by Arbitration to attend Reference. (4)

(1) Wilde's Sup. 1 Vol.

(2) If the reference to Arbitration be by mutual bonds say, "Whereas by mutual bonds under the respective hands and seals of the said (parties in difference) bearing date on the —

day of — last past, the said (parties in difference) agreed to refer, &c." as above.

(3) Montefiore, 98.

(4) As to necessity of notice, see ante, 3 vol. 650.

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The like in another form.

By virtue of an order of reference, I do appoint to consider of the matters thereby to me referred on — next at — of the clock — noon at, &c., at which time and place all parties concerned are to attend.] Dated this — day of — 18

Enlargement until a further Day to make an Award.
Tidd's Forms, 348.

We the undersigned arbitrators do hereby appoint and signify, by this writing under our hands, the — day of — next ensuing the date hereof a further and ulterior day, on or before which said day the award in writing of and concerning the matters in difference within mentioned and referred shall be made and published. Dated this — day of — 18

E. F. &c.

The like by Deed.

Know all men by these presents, that we the within-named (arbitrators) being desirous of having further time for considering the matters so referred to us as within is mentioned, by virtue and in pursuance of the authority vested in us for that purpose by the within written indenture, do by this writing under our hands extend and enlarge the time within given us for making an award until the — day of — now next ensuing.

The Form of an Award in general. (1)

The Introductory Words of Publication.

Recital of the Instrument of Reference.

The Award.

The award in pursuance of the foregoing submission usually begins with a formal publication of it in these words: "To all to whom these presents shall come, I, E. F. of, &c. send greeting." It then proceeds to recite the instrument by which the parties referred to arbitration, and so much of its terms as may be essential to shew the authority of the arbitrator or umpire, with respect to the subject-matter of reference, and the time, power of enlargement, and manner of making the award. Thus, if it be by indenture, the recital may be thus: "Whereas by an indenture, bearing date, &c. and made between, &c., reciting that various differences had arisen, &c." and so stating all that may be material to warrant the following award; and then the award proceeds thus: "Now know ye that I the said E. F. having taken upon myself the burthen of the said arbitration, and having heard and duly considered all the allegations and evidence of the said respective parties of and concerning the said matters in difference, and so referred as aforesaid, do make this my award in writing of and concerning the said matters so referred, and do hereby award, order, determine, and direct, that, &c.;" and the award concludes with a distinct statement of the arbitrator's decision on all the points referred to him.

An Award by Arbitrators where Suit in Equity pending, and Submission by Indenture under Seal. (2)
Recital of Deed of Submission.

To all to whom these presents shall come, We, E. F. of, &c. and I. K. of, &c., (the arbitrators) do send greeting: Whereas (3) by an indenture bearing date, &c., and made between A. B. of, &c. of the one part, and C. D. of, &c., of the other part, reciting that various differences had arisen between the said parties in difference relating to the matters therein mentioned, and that a suit in equity was then depending concerning the same, they the said A. B. and C. D. mutually agreed to refer the disputes then subsisting between them to the determination of us, the said E. F. and I. K., so that we should make our award in writing under our

(1) See ante, 3 vol. 656, &c. to which it will be necessary to refer.

(2) See a precedent, Wilde's Sup. 1st vol. 145.

(3) The terms of reference are to be re-

cited accurately, so as to shew that the award is made pursuant to the authority; but no more need be recited than is essential for that purpose.

hands (1), within the space of one calendar month from the date of the said indenture; and it was thereby further agreed, that we should have full power and authority, if we should think proper, to order the dismissal of any suit which should be then depending between the said parties, and to decree a conveyance from either of the said parties to the other of them, of the messuages therein and hereinafter mentioned, and to direct the consideration money to be paid upon the execution thereof, and also to award the payment by either of the said parties of the costs and expences of the said reference: Now know ye, that we the said E. F. and I. K. having taken upon ourselves the burthen of the said arbitration, and having heard and duly considered the allegations of both of the said parties, concerning the matters so in difference as aforesaid, and examined the various vouchers, documents, and evidences relative thereto, adduced and offered in evidence before us, do, by these presents in writing under our respective hands, arbitrate, award, order, adjudge, and determine, that all disputes and differences now or heretofore subsisting between or by the said (parties in difference), relative to the matters and things referred to us in and by the hereinbefore in part recited indenture, shall henceforth cease and determine. And we, the said (arbitrators), do hereby further award, order, adjudge, and determine, that the said suit so now depending as aforesaid, and all actions and proceedings at law and in equity now depending between the said (parties in difference), relative to or concerning any of the matters or things aforesaid, shall forthwith be dismissed and for ever discontinued, and that the same, or the subject matter thereof, shall not be revived or brought into discussion in any manner howsoever, by them or either of them, or their respective heirs, executors, administrators, or assigns: And that the sum of £1200, being the principal sum of £1000, with interest computed thereon after the rate of £5 per cent. claimed by the said A. B. as due to him from the said C. D., for rent due in respect of the house and premises now in the occupation of the said C. D., shall be paid to him by the said C. D. on or before the ——— day of ——— next: And we the said E. F. and I. K. do hereby further award, order, adjudge, and determine, that full and sufficient releases shall be executed by each of them the said parties to the other of them, of and concerning the same, and all and every other the matters and things so in difference, and to us referred as aforesaid, on or before the ——— day of ——— now next ensuing, at the mutual expence of the said parties. And we do further order and adjudge that the said A. B. shall, on or before the ——— day of ———, at the costs and expence of the said C. D., execute such a good and effectual conveyance and assurance as the counsel in the law of the said C. D. shall advise and approve, of the messuage or tenement now in the occupation of the said A. B., and situated at ——— aforesaid, unto and to and for the use and benefit of him the said C. D.; or as he shall direct; and that he the said C. D. shall, upon the execution of the said conveyance and assurance, pay unto the said A. B. the sum of £ ——— as a consideration for the same. And lastly, we do order, award, adjudge, and determine that the costs, charges, and expences of the said reference and of the said suit, and all matters relative to the said arbitration, and of this our award, which we adjudge to amount in the whole to the sum of £ ———, shall be borne and paid by the said (parties in difference) in equal moieties and proportions. In witness whereof, we have respectively subscribed our names thereto. (3)

Signed, &c. in the presence of

E. F.
I. K.

(1) If the terms of reference required an award under seal, let it be so stated.

(2) In general an award by releases occasions an unnecessary expence; for an award that a named sum shall be paid and received in full satisfaction and discharge of all matters in dif-

ference is sufficient; but where there is real property to be affected, an award of releases of the opposite party shall not prejudice.

(3) If submission required an award under seal, it must be so framed.

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An Award upon
mutual Bonds of
Submission.

To all to whom these presents shall come, I, A. B. of the Middle Temple, esq., barrister at law, send greeting: Whereas by mutual bonds or obligations in writing under the respective hands and seals of C. D. of, &c., and E. F. of, &c. bearing date respectively the ——— day of ——— last past, the said C. D. and E. F. respectively became bound for himself and his heirs, executors, and administrators, unto the other of them, his executors and administrators, in the penal sum of £——, with conditions thereunder written, to stand, to obey, abide by, fulfil, and keep the award and final determination of me the said A. B. of and concerning all matters in difference between the said parties (or according to the terms of submission), so that I should make my award of and concerning the premises, ready to be delivered to the said parties in difference on or before the ——— day of ——— next: Now know ye, &c. (then state the award as ante, 372, and as in the following forms, but depending on the particular decision of the arbitrators).

Award under a
Submission by
Mutual Bonds
after Action
brought, that
Plaintiff had good
Cause of Action to
a certain Amount;
that Defendant
pay such Sum
with Costs, to be
taxed, &c. in full
of all Demands
up to a particular
Day, and adjudg-
ing the future
Rent of certain
Premises; that
Plaintiff accept,
&c. and give a
Receipt. (1)

To all to whom these presents shall come, I, J. S. of the Inner Temple, barrister at law, send greeting: Whereas A. B. lately commenced an action in his majesty's court of King's Bench, at Westminster, against C. D. for the recovery of divers sums of money therein alleged to be due and owing to the said A. B.; and whereas, in order to put an end to the said action, and to settle all disputes between the said A. B. and C. D., they the said A. B. and C. D., by their respective bonds, bearing date on or about the nineteenth day of April now last past, did respectively become bound each to the other of them, in the penal sum of £600, of good and lawful money of Great Britain, with conditions thereunder respectively written, for the obeying and performing the award, arbitrament, judgment, order, final end, and determination of me the said J. S., an arbitrator, indifferently chosen as well by and on the part and behalf of the said A. B. as of the said C. D., to award, arbitrate, adjudge, order, and determine of and concerning all and all manner of action and actions, cause and causes of action, suits, specialties, contracts, promises, accounts, reckonings, sums of money, quarrels, controversies, costs, (as well the costs of the said action as also the costs of this present reference and of this my award, to be made in pursuance thereof,) damages, and demands whatsoever, both at law and in equity, or otherwise howsoever, at any time or times theretofore had, made, brought, commenced, sued, prosecuted, done, suffered, committed, or depending by or between the said C. D. and the said A. B., so as the award of me the said arbitrator, should be made and set down in writing under my hand, ready to be delivered to the said parties in difference on or at any time before the first day of June then and now next ensuing: Now know ye, that I the said J. S., the arbitrator above named, having taken upon myself the burthen of the said award, and having examined, heard, and duly considered the allegations, vouchers, proofs, and witnesses of the said parties, do, in pursuance of the said reference, make this my award in writing under my hand, of and concerning the matters to me referred as follows; (that is to say), I do award, adjudge, and declare, that at the time of the commencement of the said action, the said A. B. had good cause of action against the said C. D., for the sum of £500, for and upon the matters mentioned in the declaration in the said cause; and I do hereby award, order, and direct that the said C. D. shall and do pay to the said A. B., at the office of Mr. E. F., the attorney of the said A. B., on the fourth day of June next ensuing the date hereof, between the hours of twelve at noon and one in the afternoon

of the same day, the sum of £500, together with the costs of the said action so commenced by the said A. B. against the said C. D., to be in the meantime taxed by the proper officer of the said court; and which sum I hereby declare to be in full for the rent of the premises in the declaration mentioned to Christmas-day now last past, but not later, and in full of all other demands up to the day of the date of the said writings obligatory: And I do hereby further declare, that the rent payable to the said A. B. by the said C. D., for the said premises, is and ought to be and continue the clear sum of £250 per annum, free of land-tax and all other taxes: And I do further award, order, and direct, that the said A. B. shall and do, at the time and place before mentioned, accept the said sum of £500, with such costs as aforesaid, in full of the several demands before mentioned, and also give a receipt for the same accordingly, if thereto required: And lastly, I award and direct that each of the said parties shall pay his own costs of this reference and of this my award. In witness whereof, &c.

Signed and published by the above named arbitrator, being first duly stamped in the presence of, &c.

To all to whom these presents shall come, I, J. S. of the Inner Temple, London, barrister at law, send greeting: Whereas an agreement was made and entered into, on the first day of March in the year of our Lord one thousand eight hundred and thirteen, between A. B., C. D., and E. F., of Langbourn-chambers, Fenchurch-street, in the city of London, merchants, brokers, and copartners of the one part, and G. H., of Epping lodge, in the county of Essex, gentleman, and K. L., of Enfield, in the same county, gentleman, of the other part, in and by which said agreement, after reciting that the said A. B., C. D., and E. F. had lately commenced an action in the court of King's Bench, against the said G. H. and K. L., to recover payment of a large sum of money, alleged to be owing by the said G. H. and K. L. to the said A. B., C. D., and E. F., as the balance of an account in respect of certain dealings and transactions in business between them, and that all matters in dispute had been settled and adjusted, save and except as to the costs of the said action, the defendants in such action contending that the said action was improperly brought, and that they were not liable to the payment of the costs, and also, save and except as to the three bills of exchange drawn by Messrs. L. M. and company upon and accepted by M. N., for the sum of £500 each, made payable to and indorsed by the defendant K. L., and a certain other bill of exchange drawn by N. O. upon and accepted by the said M. N. for the sum of £500, the said defendants G. H. and K. L. contending that they were not liable to the payment of the said bills, on the ground that due diligence had not been used, and for want of due notice of the dishonour thereof, and that the said parties had agreed to submit the said two questions as to the costs of the said action and the said four bills of exchange, to the award, order, final end, and determination of me the said J. S., it was agreed and declared by and between the said parties to the said agreement, that they and each of them, and their and each of their executors and administrators, should and would from time to time, and at all times thereafter, obey, abide by, perform, fulfil, and keep the award, order, final end, and determination of me the said J. S., the arbitrator elected and named by and between the said parties to the said agreement, to award, order, and determine of and concerning the said costs and the said bills of exchange, so as I, the said arbitrator, should make and publish my

Award under a Submission by Agreement, that an Action was properly brought, that Defendants are liable to pay Costs, also to pay certain Bills of Exchange. (1)

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**Recital of En-
largement of the
Time for making
Award.**

Award.

award, order, or determination of and concerning the premises in writing under my hand, ready to be delivered to the said parties, or either of them requiring the same, on or before the first day of July then next ensuing, but with power to enlarge the time so much longer, as I the said arbitrator should think fit; and it was further agreed, that the costs of the said reference and the award to be made in pursuance thereof, should be in the discretion of me the said arbitrator, who should award by whom, and to whom, and in what manner the same should be paid, (as by the said agreement amongst other things more fully appears): And whereas I the said arbitrator, not being able to make my award within the time limited by the said agreement, afterwards, to wit, on the first day of July in the year of our Lord one thousand eight hundred and thirteen, did, in pursuance of the power given to me by the said agreement, duly enlarge the time for making my award, until the fourth day of the then and now next Michaelmas term: Now know ye, that I the said arbitrator, having taken upon myself the burthen of the said reference, and having examined and duly considered the allegations, vouchers, proofs, and witnesses of the said parties respectively, do make and publish this my award in writing of and concerning the matters to me referred, as follows; (that is to say), I do award, adjudge, and determine that the said action was properly brought, and that the said G. H. and K. L. were and are liable to the payment of the costs thereof: And I do further award, adjudge, and determine, that the said G. H. and K. L. were and are liable to the payment of the said four several bills of exchange, and of each and every of them: And I do further award and order that the costs of this my award be in the first instance paid to me by the said A. B., C. D., and E. F., and that one moiety thereof be repaid to them on demand, by the said G. H. and K. L., and that the several parties do bear and pay their own further costs of this reference. In witness, &c.

**Award under a
Submission by
Agreement, not
under Seal, ad-
judging the Price
at which a certain
Article, the Pro-
perty of one Par-
ty, shall be taken
by the other, and
directing an Affi-
davit that none
of it has been
sold since the
now Seller came
to England, that
the Article be de-
livered by the
one to the other,
and that the for-
mer accept cer-
tain Bills of Ex-
change in pay-
ment. (1)**

To all to whom these presents shall come, I, J. S. of the Inner Temple, barrister at law, send greeting: Whereas heretofore, to wit, on the nineteenth day of November in the year of our Lord one thousand eight hundred and seven, certain articles of agreement (2) were made, concluded, and agreed upon, between A. B. of Cheapside, London, gentleman, of the one part, and C. D. of Parliament-street, Westminster, perfumer, of the other part, by which said articles of agreement it was (amongst other things) agreed that the said C. D. should and would purchase the stock of manufactured hair, then in the possession of the said A. B., not exceeding in the whole the sum of £1000 sterling, at or for such price as should be less by one-fourth than it would cost the said C. D. to manufacture the same; and in case the said A. B. and C. D. should differ about the said price, then the same should be referred to E. F. and G. H. to settle and ascertain such price; and in case they could not agree, then the subject of the said stock and all matters in difference between the parties, should be referred to me the said J. S., and that my determination should be final, and the said A. B., in and by the said articles of agreement, agreed forthwith to make affidavit (2) before the lord mayor of London, (if thereunto required by the said C. D.) that he the said A. B. has not, either directly or indirectly, parted with, sold, or otherwise disposed of any part of the said stock of manufactured hair since he came into England, and that no part of such stock is inferior in quality to the sample or specimen then produced and deposited with the said E. F., and that the

(1) Caldwell, 247.

(2) Such an affidavit, being extrajudicial, is a

nullity; and quære, if arbitrator can award that it shall be made.

said stock is in no respect injured or rendered unmarketable, and that the same stock is in every respect the most fit and proper for the purposes of the said invention, and for carrying the patent, in and by the said articles of agreement agreed to be assigned, into the most beneficial manner, and that upon full performance of the said agreement on the part of the said A. B., and upon the delivery to him, the said C. D. of the aforesaid stock, he the said C. D. should and would give his bills of exchange to the said A. B., to be drawn by the said A. B. on the said C. D., and accepted by him, payable at the banking-house of Messrs. L. M. and M. N., Pall Mall, by even instalments, at two, four, and six months dates respectively, for the amount of such stock as the same should be valued and settled as aforesaid. And whereas the said A. B. and C. D. did differ about the price of the said stock of manufactured hair, and the said E. F. and G. H. could not agree to settle and ascertain the same. Now know ye, that I the said J. S., having taken upon myself the burthen of the said reference, and having examined the said stock of manufactured hair, and having also examined and duly considered the allegations, vouchers, proofs, and witnesses of the said parties respectively, do make and publish this my award in writing of and concerning the matters to me referred, as follows, (that is to say) I do award, adjudge, and declare the price of the said stock of manufactured hair to be the sum of £500, the said sum of £500 being less by one-fourth than it would cost the said C. D. to manufacture the same: And I do further award, order, and direct that the said A. B. shall and do make such affidavit in writing, as in the said agreement is mentioned, and deliver the same affidavit, and also the said stock of manufactured hair, as the same hath been deposited in a trunk, sealed with the seal of Mr. K. Y., my clerk, to the said C. D., at his house in Parliament-street aforesaid, on or before the first day of March now next ensuing, and that upon such delivery of the said affidavit and stock to the said C. D., he the said C. D. shall forthwith accept such bills of exchange as are in the said agreement mentioned, for the said sum of £500. In witness whereof, &c.

To all to whom these presents shall come, I, J. S., of Lincoln's Inn, barrister at law, send greeting. Whereas by a certain order made by the lord high chancellor, on Wednesday the eleventh day of July, in the forty-ninth year of the reign of his present majesty King George the third, in a certain cause then depending in the high court of chancery, wherein A. B. was the plaintiff, and C. D. was the defendant, it was, by the consent of the said parties and their counsel, ordered among other things, that all accounts should be settled between the said plaintiff and defendant, and the balance paid to the defendant immediately on such settlement, including the balance on a certain note of hand, and also the wages of the said defendant, and that the accounts between the said parties should be referred to Mr. P. R., solicitor for [the said plaintiff, and Mr. R. S., solicitor for the said defendant, who, in case of differing, were to choose a third person: And whereas the said Mr. P. R. and Mr. R. S. did differ as to the said settlement of the said accounts, and did in consequence thereof choose and appoint me, the said J. S., to settle the same; and I the said J. S., having taken upon myself the settlement of the said accounts, and having heard and duly considered the allegations, vouchers, and proofs of the said parties, have settled the said accounts, and do hereby award, adjudge, and declare the balance due from the said plaintiff to the said defendant, upon such settlement, including the balance on the said note of

Award under a Submission, by Order of the Lord Chancellor, adjusting a Balance of Accounts. (1)

(1) See Caldwell, 226.

Vol.III. Ch.XV. hand, and the said defendant's wages, to be the sum of £348; and it having been admitted before me, by the said solicitors of the said parties, that the sum of £28 has been paid by the said plaintiff to the said defendant, between the date of the said order and of this my award, as part of and toward the sum of money that might be found due on such settlement, I do further declare, that the sum now remaining due to be paid by the said plaintiff to the said defendant, as the balance of the said accounts, is £148. In witness, &c.

Award where
two cross Actions
were referred
by Order of
Judge: the Ac-
tion being for
Work and Labour
and on written
Agreement. (1)

Recital of
Enlargement.

To all to whom these presents shall come, I, J. C. of &c., esquire, barrister at law, send greeting: Whereas an action was lately commenced in his majesty's court of King's Bench by J. P. against W. C. and W. S., for the recovery of certain sums of money claimed by the said J. P. to be due to him for certain work and labour done and materials found by him for the said W. C. and W. S., under and by virtue of a certain agreement between them, and bearing date the — day of — A.D. —, and in relation thereto: And whereas a certain other action was lately commenced in the same court by the said W. C. and W. S. against the said J. P. for the recovery of damages alleged by the said W. C. and W. S. to have been sustained by reason of the said J. P. not having performed the said agreement on his part: And whereas it was, on the 11th day of June last past, ordered by the right honourable Lord Ellenborough, then lord chief justice of the same court, upon hearing the attornies for the said respective parties on both sides, and with their consent, that the said causes, and all matters in difference between the said parties, should be referred to the award, order, arbitrament, final end and determination of me, the said J. C., so that I should make and publish my award in writing of and concerning the said matters referred, ready to be delivered to the said parties, or such of them as should require the same, on or before the first day of Michaelmas term then next ensuing, or any further day to which I, the said arbitrator, should think proper to enlarge the time for making such my award by endorsement in writing thereon; and by the like consent it was further ordered that the said parties should perform, fulfil, and keep such my award so to be made as aforesaid, and that the costs of the said suits should abide the event of my award, and that the costs of the reference should be in the discretion of me, the said arbitrator: And whereas by an endorsement in writing on the said order, I have duly enlarged the time for making my said award until the sixteenth day of this instant November: Now know ye, that I, the said J. C., having taken upon myself the burthen of the said reference, and having heard and duly considered the allegations, vouchers, proofs, and witnesses of the said parties respectively, do make and publish this my award in writing of and concerning the premises, as follows; that is to say, I do award, order, and adjudge, that at the time of the commencement of the said action of the said J. P. against the said W. C. and W. S., there was and still is due to him, for and on account of his said claim, the sum of one hundred and forty pounds, recoverable in his said action, and that such action was and is sustainable for the recovery thereof; and I do further award, order, and adjudge, that before and at the time of the commencement of the said action so brought and depending by and at the suit of the said W. C. and W. S. against the said J. P., the said J. P. had in part not observed the terms of the said agreement, and that the said action was sustainable against him for the recovery of ten pounds damages, which I hereby order,

(1) See other forms under a judge's order, Caldwell, 231—234.

direct, and award he shall allow to the said W. C. and W. S., from and out of the said sum of £140 so due to him as aforesaid; and I do hereby further award, order, and adjudge, that the said W. C. and W. S. do and shall pay the sum of £130, being the residue of the said sum of £140 after deducting thereout the said sum of £10, to the said J. P., at the office of Messrs. S. and L. his attornies, in, &c., on the 20th day of November next, between the hours of eleven and one o'clock; and that the said J. P. shall accept and receive the same in full satisfaction and discharge of all matters in difference between the said parties respectively; and lastly, I do further award, order, and adjudge, that the said parties respectively shall bear and pay their own costs of the said reference, and one moiety each of the costs of this my award. In witness whereof, I the said arbitrator have hereunto set my hand, this ninth day of November, in the year of our Lord 1818.

Signed and delivered by the said J. C., the said arbitrator,
as his award, in the presence of me, ———.

To all to whom these presents shall come, I, E. F. of ———, send greeting: Whereas by an order of the right honourable Edward Lord Ellenborough, chief justice of his majesty's court of king's bench at Westminster, dated the ——— day of ———, last, and made in a certain cause then and now depending in the same court, wherein A. B. is plaintiff and C. D. is defendant; the said chief justice upon hearing the attornies or agents on both sides, and by their consent, did order (amongst other things) that all matters in difference between the parties in the said cause should be referred to the award, order, arbitrament, final end and determination of me, the said E. F., so as I should make and publish my award in writing of and concerning the premises on or before the ——— day of ——— then and now next; and by the like consent the said chief justice did further order that the parties and their respective witnesses might be examined upon oath, to be sworn before any judge of the court of king's bench or a commissioner for taking affidavits in the said court, and that the parties should produce before me the said arbitrator all books, papers, and writings in their custody or power touching the matters in question; and that the said order should be made a rule of the said court of king's bench, if the same court should so please, as by the said order more fully appears: Now know ye, that I the said E. F., the arbitrator aforesaid, having taken upon me the burthen of the said arbitrament, and having heard, examined, and considered the allegations and proofs of both the said parties concerning the premises, do thereupon make this my award in writing concerning the same, in manner following; (that is to say), I do award, adjudge, and determine, that all further proceedings in the said cause shall from henceforth cease and be no further prosecuted; and that the said C. D. shall and do, on the ——— day of ——— instant (or next), between the hours of ——— and ——— of the clock of the same day, well and truly pay or cause to be paid unto the said A. B. or his attorney, Mr. G. H. of ———, at ———, the sum of £ ——— of lawful money of Great Britain, in full of all demands in the said cause; and that upon payment thereof the said A. B. shall, if required so to do, by and at the costs of the said C. D., execute and deliver to him the said C. D. a general release in writing of all and all manner of action and actions, cause and causes of action, debts, duties, claims, and demands whatsoever, from the beginning of the world until the day of the date of

Another Form
of Award,
on a Judge's
Order in K. B.
(1.)

Vol.III. Ch.XV. the aforesaid order; and lastly, I do award and direct that each of them, the said A. B. and C. D., shall and do bear and pay his own costs of the reference and of this award. In witness whereof, I, the said E. F., the arbitrator aforesaid, have hereunto set my hand, the ——— day of ———, 18—.

Signed, &c.

Award under a Reference by a Judge's Order, of a mere Question of Law, of Compensation for the short Loading, &c. of a Vessel.
(1)

To all to whom these presents shall come, I, J. S., of the Inner Temple, barrister at law, send greeting: Whereas an action was lately commenced in his majesty's court of king's bench, in which A. B. and C. D. were plaintiffs and E. F. and G. H. were defendants; and it was on or about the twenty-sixth day of February now last past, by the right honourable Edward Lord Ellenborough, lord chief justice of the same court, upon hearing the attornies or agents on both sides, and by their consent, ordered that all legal questions arising upon a certain charterparty, dated the ninth day of January in the year of our Lord one thousand eight hundred and four, made between the plaintiffs and defendants, and on which the said action was brought, should be referred to the award and determination of me, the said J. S., who should make my award in writing on or before the eighth day of April then and now next, ensuing; and that the quantum of damages claimed by the plaintiffs, if I, the said J. S., should award that any ought to be paid, should be referred to the award and determination of M. N. of Broad-street, London, merchant, and N. O. Winchester-street, London, merchant; and in case they should not agree, then to the umpirage of such other person as they should in writing under their hands appoint, so that their award or such umpirage should be made in writing on or before the twenty-fourth day of April then and now next ensuing; and that the costs of the cause and of such reference should abide the event of the said awards or umpirage: Now know ye, that I, the said J. S., having taken upon myself the determination of the said legal questions, and having heard, examined, and considered the allegations, vouchers, proofs, and witnesses of the said parties, do make and publish this my award in writing, of and concerning the said legal questions, as follows; (that is to say) I do award and adjudge that the said plaintiffs were and are legally entitled to claim and recover from the said defendants compensation in damages for the short loading of the ship or vessel in the said charterparty mentioned, and also for the detention of the said ship or vessel in the West Indies from the time of the sailing of the July convoy, in the year one thousand eight hundred and four, to the time of the sailing of the October convoy in the same year; and that such compensation ought to include the amount of such premium as may have been paid or engaged to be paid by the said plaintiffs on account of the said ship sailing with the said October convoy, beyond the sum that would have been paid if she had been dispatched with the said July convoy. In witness, &c.

Award in favour of Plaintiff on a Rule of Court in K. B. (2)

To all to whom these presents shall come, we, E. F. of ———, G. H. of ———, and I. K. of ———, send greeting: Whereas by a rule of his majesty's court of king's bench at Westminster, made on ——— next after ——— in the ——— year of the reign of King George the Fourth, in a cause then depending in the said court, wherein A. B. was plaintiff and C. D. was defendant, after reciting as therein was recited, it was ordered

(1) Caldwell, 229.

(2) See Tidd's Forms, 349.

(upon hearing counsel for the plaintiff and defendant) that all matters in difference between the said parties should be referred to the award, order, arbitrament, final end and determination of us, E. F. and G. H., and of such third person as we should by memorandum under our hands, to be indorsed on the said rule before we proceeded on the said arbitration, nominate and appoint, or of any two of us, so as we the said arbitrators, or any two of us, should make our award in writing, of and concerning the premises in question, on or before the _____ day of _____ then next, or on or before such further or ulterior day as we the said arbitrators, or any two of us, should ultimately appoint, and signify in writing under our hands, to be indorsed on the said rule, and the said court, or one of the judges thereof, should order; and that the said parties should perform, fulfil, and keep such award so to be made by us the said arbitrators, or any two of us; and it was further ordered, by and with such consent as aforesaid, that the costs of the said cause, and of the said reference, or in any manner relative thereto, should abide the event of the said award or umpirage: And whereas we, the said E. F. and G. H., by virtue of the authority given us by the said in part recited rule, did nominate and appoint the said I. K. to act with us in the said reference, before we proceeded on the same: And whereas the time limited for making our said award has been duly enlarged until the _____ day of _____ instant: Now know ye, that we, the said E. F., G. H., and I. K., in pursuance of the said rule and reference, having heard the said parties by themselves and their attornies, their allegations and answers touching and relating to the matters in difference between them, examined their witnesses upon oath, and maturely considered thereon, do award, order, adjudge, find, and determine of and upon the premises in manner following; (that is to say), we do award and order that the said C. D. shall and do pay to the said A. B., at the house of Mr. _____ attorney at law, in _____, between the hours of _____ and _____ of the clock in the _____ noon of the _____ day of this present month of _____, the sum of £_____ of lawful money of Great Britain, which we find to be due and owing to the said A. B. on a settlement of all accounts, dealings, and transactions between him and the said C. D., and so referred to us as aforesaid; and we do also award and order, that the said A. B. shall and do pay unto Mr. _____ of _____, upon the delivery of this our award, the sum of £_____, for the costs of us the said arbitrators in the said reference, the drawing of our award, and the stamps used for the same. In witness whereof, we have hereunto respectively set our hands, the _____ day of _____ 18 _____

General Recital of Enlargement.

Signed and published (being first duly stamped)
in the presence of L. M.

E. F.
G. H.
I. K.

To all to whom these presents shall come, I, E. F. of _____ send greeting: Whereas at the sitting at nisi prius holden at the Guildhall of the city of London, (or at Westminster Hall in the great hall of pleas there, in and for the county of Middlesex), on _____ the _____ day of _____ 18_____, before the right honourable Sir Charles Abbott knight, chief justice of our lord the king, assigned to hold pleas before the king himself, a cause came on to be tried, wherein A. B. was plaintiff and C. D. defendant, and thereupon a certain order of nisi prius was then and there made, whereby it was ordered by the court, by and with the consent of the plaintiff and defendant, their counsel and attornies, that the said cause,

Award on an
Order of Nisi
Prius in K. B.
(1)

(1) See Tidd's Forms, 351. Caldwell, 214. 219. 298. 300. 303.

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and all other matters in difference between the parties, should be referred to the award, order, arbitrament, final end and determination of me the said E. F., so as I should make and publish my award in writing, of and concerning the premises in question, on or before the _____ day of _____ term, then and now next ensuing; and it was also ordered, by and with such consent as aforesaid, that the costs of the cause should abide the event and determination of the said award, and that the costs of the reference should be in the discretion of me the said arbitrator, who should direct and award by whom and to whom and in what manner the same should be paid: Now know ye, that I, the said E. F., having taken upon myself the said reference, and having heard, examined, and considered the several allegations and proofs of the said parties respectively, do, in pursuance of the said reference, make and publish this my award in writing, of and concerning the matters so referred to me as aforesaid, in manner following; (that is to say), I do award, order, and direct, that the said cause shall cease and be no further prosecuted; and that the said C. D., his executors or administrators, shall and do pay to the said A. B., his executors or administrators, or such other person as he or they shall or may lawfully authorize to receive the same, at the office of Messrs. _____ attorneys at law, in _____, the sum of £_____, together with the costs of the said cause, to be taxed by the proper officer of the said court, and the further sum of £_____ as and for one moiety of the expences of this my award, at the times and in manner following; that is to say, the sum of £_____, parcel of the said sum of £_____, together with the costs of the said cause, and the said sum of £_____, on the _____ day of _____ now next ensuing, between the hours of _____ and _____ in the _____ noon of the same day, and the further sum of £_____, residue of the said sum of £_____, on the _____ day of _____ now next ensuing, between the same hours. And I do further award, order, and direct, that the said A. B., his executors or administrators, shall and do within _____ days after payment of the said last-mentioned sum, seal and deliver to the said C. D., his executors or administrators, a general release of all actions, claims, and demands, to the day of the date of the said order of nisi prius, if such release, prepared at the expence of the said C. D., his executors or administrators, shall be tendered or left for him at the said office on the said _____ day of _____, at the time of payment of the said last-mentioned sum of £_____; and lastly, I do award, order, and direct, that if default shall be made in payment of all, either, or any part of the sums of money herein by me directed to be paid, at the place and times in that behalf appointed, then and from thenceforth all the monies herein directed to be paid, or so much thereof as shall then remain unpaid, shall become instantly due and payable; and the said A. B. may immediately use such lawful means for obtaining payment thereof as he might have done if the whole of the said monies, or such part thereof as shall then remain unpaid, had been directed to be paid on the day at which such default shall happen to be made, and such direction had not been complied with. In witness whereof, &c.

Award that
Plaintiff is en-
titled to a Verdict
and Award of
Damages. (1)

To all to whom these presents shall come, I, E. F. of _____, send greeting: Whereas at the sitting at nisi prius, &c. (as in the last, stating the order to be, that the jury shall find a verdict for the plaintiff, damages £_____ and costs forty shillings, subject to the said order, and the award to be made pursuant thereto; and that all matters in difference in the said cause between the parties should be referred, &c. as in the last): Now

know ye, that I, the said E. F., having taken upon myself the said reference, &c. do hereby make and publish my award in writing, of and concerning the several matters above referred to me, in manner following: (that is to say), I do award, order, and adjudge, that the said plaintiff had good cause of action against the said defendant in the said cause, and was and is entitled to a verdict therein; and I assess and award the damages to be paid by the said defendant to the said plaintiff in the said cause at the sum of £——. In witness whereof, &c.

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To all to whom these presents shall come, I, A. B. of, &c., send greeting: Whereas, at the sitting of nisi prius, held at Guildhall, in and for the city of London, on the —— day now last past, before the right honourable —— chief justice of our lord the king, assigned to hold pleas before the king himself; it was ordered, in an action then depending between C. D. plaintiff and E. F. defendant, by and with the consent of the said plaintiff and defendant, their counsel and attorneys, that (recite to the end of the rule): Now know all men by these presents, that I, the said A. B., in pursuance of the said order or rule of reference, having fully heard the said parties by themselves or their attorneys, touching and relating to the matters in difference between them, and examined their witnesses produced before me upon oath, and having maturely and deliberately considered all the matters to me referred as aforesaid, do award, order, adjudge, find, and determine of and upon the premises in manner following; that is to say, I do find and determine that the said C. D. had no cause of action against the said E. F., and I do award and order that the said C. D. do bear and pay the costs of the said reference, and of this my award, to be added to the costs of the said cause to be taxed by the proper officers, and to be paid by the said C. D. to the said defendant or his attorney, on —— the —— day of ——, at —— coffee house, kept by ——, situate in ——, in the city of London. In witness, &c.

Award generally for Defendant on a Rule of Reference. (1)

To all to whom these presents shall come, I, E. F. of ——, send greeting: Whereas, at the sitting at nisi prius after —— term last, holden at the Guildhall of the city of London (or at Westminster, in the great hall of pleas there, in and for the county of Middlesex) on —— the —— day of —— in the year of our Lord 18——, before the right honourable Sir Vicary Gibbs knight, lord chief justice of his majesty's court of common pleas at Westminster, a certain order was made in a certain cause then depending in the same court, wherein A. B. was plaintiff and C. D. was defendant, whereby (amongst other things) it was ordered by the court, by and with the consent of all parties, their counsel and attorneys, that the jury should find a verdict for the plaintiff for —— damages, subject to the award, order, arbitrament, final end and determination of me, E. F. of ——, to whom all matters in difference between the said parties were thereby referred, so as I the said arbitrator did and should make and publish my award in writing, of and concerning the matters referred, ready to be delivered to the said parties, or to either of them requiring the same, on or before the —— day of —— term next ensuing the day of the date of the said order, or on or before any other day to which I the said arbitrator should enlarge the time for making my said award; and by the like consent it was also ordered, that I, the said

Award on an Order of Nisi Prius, in Common Pleas, that the Plaintiff had no Cause of Action. (2)

(1) Montefiore, 99.

(2) See Tidd's Forms, 354.

Vol. III. Ch. XV. arbitrator, should and might be at liberty, if I should think fit, to examine the parties to that suit upon oath, and for that purpose the said parties, and also the witnesses to be examined before me the said arbitrator, touching the matters referred, should and might be sworn before the right honourable the lord chief justice, or some other judge of his majesty's said court of common pleas, and that the said parties should produce before me, the said arbitrator, all books, deeds, papers, and writings whatsoever, in their or either of their custody or power, relating to the matters in difference; and by the like consent it was also ordered, that the costs of the said suit should abide the event of the said award so to be made and published as aforesaid, to be taxed, and that the costs of the reference should be in the discretion of me the said arbitrator, as by the said order more fully appears: Now know ye, that I, the said E. F., the arbitrator aforesaid, having taken upon me the burthen of the said arbitrament, and having heard, examined, and considered the allegations and proofs of both the said parties concerning the premises, do thereupon make this my award in writing concerning the same, in manner and form following; (that is to say), I do award, adjudge, and determine, that at the time of commencing the said suit, the said A. B. had no cause of action whatever against the said C. D., in respect of the said matters to me referred; and I do thereupon award, order, and direct, that instead of the said verdict and damages so found for the said plaintiff, a verdict in the said action be entered for the said C. D.; and I do further award, order, and direct, that the said A. B. and C. D. shall respectively bear and pay their own costs of the reference, and of this my award. In witness whereof, &c.

Award (not shewing how the Reference was made) that all Demands of the Plaintiff upon the Defendant have been fully satisfied, that Judgment be entered for the Defendant. (1)

To all to whom these presents shall come, I, J. S. of the Inner Temple, barrister at law, send greeting: Whereas a certain cause depending in his majesty's court of king's bench, wherein A. B. is plaintiff and C. D. defendant, hath been lately referred and submitted to the award and arbitration of me the said J. S., who was to examine into all accounts between them, and make my award within the first four days of next Hilary term, and if I should be of opinion for the plaintiff, to award for what sum judgment should be given for him, and when the same should be paid, together with the costs of the cause to be taxed, and the costs of the reference and award, if I should think proper, and for which execution should issue; but if I should be of opinion for the defendant, then judgment as in case of a nonsuit was to be entered, together with the costs of the cause to be taxed, and the costs of the reference and award, if I the said arbitrator should think proper, and for which execution likewise should issue; and it was further understood and agreed, that the costs of the cause were to abide the event of the award, and the costs of the reference and award to be in the discretion of me the said arbitrator: Now know ye, that I, the said arbitrator, having taken upon myself the burthen of the said arbitration, and having examined all accounts between the said parties, and heard and examined the allegations, vouchers, proofs, and witnesses of the said parties, and having also heard and examined the said plaintiff, who was personally present before me, do, within the time for that purpose appointed, make and publish this my award in writing, of and concerning the premises, as follows, (that is to say) I do award and declare, that I am of opinion for the said defendant, and that the said plaintiff hath been fully paid all demands which he had

upon him, and hath no right to maintain the said action against him; and I do order and direct, that judgment be forthwith entered in the said cause for the said defendant, with the costs of the said cause, and of the reference, and of the making of this my award, to be taxed by the proper officer of the said court, the costs of this award to be in the first place paid to me by the said defendant: And I do further award and direct, that the said defendant shall and may take out execution for such costs on the fifth day of next Hilary term, if the same shall not be sooner paid.

In witness whereof I have hereunto set my hand this fifth day of December, in the year of our Lord one thousand eight hundred and one.

J. S.

Signed and published, &c.

To all to whom these presents shall come, I, J. S. of the Inner Temple, barrister at law, send greeting: Whereas by a certain order made at the sitting of nisi prius, held at Guildhall in and for the city of London, on Monday the twenty-ninth day of April in the year of our Lord one thousand eight hundred and eleven, before the right honourable Edward, Lord Ellenborough, chief justice of our lord the king, assigned to hold pleas before the king himself, in a certain cause then depending in the same court, wherein A. B. was plaintiff and C. D. was defendant, it was ordered by the court, by and with the consent of the plaintiff and defendant, their counsel and attornies, that the jury should find a verdict for the plaintiff, damages £8000 and costs forty shillings, subject to that order, and the award to be made pursuant thereto; and that all matters in difference in the said cause between the parties should be referred to the award, order, arbitrament, final end, and determination of me the said J. S., so as I should make and publish my award in writing of and concerning the premises in question on or before the last day but one of Easter term then next ensuing; and that the said parties should and would perform, fulfil, and keep such award so to be made by me the said arbitrator as aforesaid; and that the costs of the cause should abide the event and determination of my said award; and that the costs of the reference should be in the discretion of me the said arbitrator, who should direct and award by whom, and to whom, and in what manner the same should be paid, which said order was afterwards entered and made a rule of his majesty's court of king's bench: And whereas by reason of my being unable to make my award within the time limited by the said order, the time for making my award was, by certain rules of the said court of king's bench, from time to time duly enlarged: And whereas by a certain other rule of the said court of king's bench, made on Wednesday next after the octave of the purification of the blessed virgin Mary, now last past, upon hearing counsel for the plaintiff and defendant, and by their consent, it was ordered, that the time limited for me the said arbitrator making my award between the said parties, should be further enlarged until the first day inclusive of the then next term; and whereas in compliance with the said order and rules, and in pursuance thereof, I the said arbitrator, did on the fifteenth day of April now last past, make and publish my award in writing, of and concerning the matters to me referred, whereby (amongst other things) I ordered and directed a certain sum of money therein mentioned, to be paid by the said defendant to the said plaintiff, at a certain time and place therein mentioned: And whereas

Award confirming a former Award, sent back to the Arbitrator for his reconsideration.

(1)

(1) Caldwell, 225.

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after the making and publishing of my said award, and after the time thereby limited for the payment of the money thereby awarded to be paid by the said defendant to the said plaintiff, it was by a certain other rule of the said court of king's bench, made on Friday next after the morrow of the Holy Trinity now last past, ordered that the defendant upon notice of that rule to be given to him, should upon Wednesday next after the octave of the Holy Trinity, shew cause why a writ of attachment should not issue against him for his contempt in not paying the sums of £3,535 and £546 10s. pursuant to a certain rule and allocatur therein mentioned, and to my said award; And whereas by a certain other rule of the said court of king's bench, made on Thursday next after the octave of the Holy Trinity now last past, it was ordered that the said rule be enlarged until the last day but two of the then Trinity term, the defendant thereby consenting to go before the same arbitrator, who was to reconsider the amount of the damages, so as the sum then awarded should be invested in exchequer bills, and deposited in the bank of England within a week then next ensuing, in the names of the attornies in the cause for both parties; and that the same should be paid out (either in the whole or such part as should be awarded) upon such award being made to the attornies for the plaintiff: And whereas by a certain other rule of the said court of king's bench, made on Monday next after three weeks of the Holy Trinity now last past, it was ordered that the rule made in the said cause on Friday next after the morrow of the Holy Trinity, in the then Trinity term, should be further enlarged until the first day of the then next Michaelmas term; and that I the said arbitrator should have until three weeks after the end of the then Trinity term to make my award; and that the costs of the further reference and award should be in my discretion: Now know ye that I the said arbitrator, having reconsidered the amount of the damages in pursuance of the said rule for that purpose made, and having heard and duly considered the allegations, proofs, and witnesses of the said parties relating thereto, do hereby declare that I see no reason to alter the amount of the damages, and I do therefore hereby confirm my said former award; and I do order and direct the several exchequer bills and other securities, wherein the money was invested in pursuance of the said rule in that behalf, to be forthwith delivered over to the attornies for the said plaintiff; and I do further award, order, and direct, that the said defendant shall and do pay to Messrs. G. H. and Son, the attornies for the said plaintiff, on behalf and for the use of the said plaintiff, within one week next after notice in writing for that purpose given to the said defendant, or left at his usual place of abode, or at the office of his attorney, Mr. E. F., the costs and expences of this second reference, and of stamping and writing this my further award, such costs and expences to be first taxed by the proper officer of the said court of king's bench. In witness whereof, &c.

An Umpirage or Award made by an Umpire appointed by Arbitrators. (1)

Recital of Deed of Submission.

To all to whom these presents shall come, I the undersigned (umpire) of, &c. send greeting: Whereas by indenture bearing date the _____ day of _____ last past, and made or expressed to be made between (one of the parties in difference) of, &c., of the one part, and (the other party in difference), of, &c. of the other part, the said (parties in difference) mutually agreed to refer the disputes then subsisting between them to the judgment and arbitration of (the arbitrators) of, &c.; and it was thereby agreed, that in case the said (arbitrators) should not agree upon their

(1) See Wilde's Sup. 2 vol. 151.

award within the space of one calendar month from the date of the said indenture, they should be at liberty to name and appoint any other indifferent person to be umpire between them in considering and determining all or any of the premises thereby to them referred: And whereas the said (arbitrators) not being able to agree upon an award to be by them made in relation to the matters so to them referred by a certain deed poll under their respective hands, bearing date the _____ day of _____ last past, named and appointed me the said (umpire) to be umpire between them relative to the matters so referred to them as aforesaid, and did thereby refer all and singular the matters and things so to them referred unto the judgment and final determination of me the said (umpire) accordingly; Now know ye, that I the said (umpire) having taken upon me the burthen of the said umpirage, and having heard and duly weighed the allegations of both the said parties concerning the matters so in difference between them, and to me referred as aforesaid, and examined the various vouchers, documents, and evidences relative thereto, do, by these presents in writing under my hand and seal, arbitrate, award, order, adjudge, and determine, that, &c.

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Of Appointment
of Umpire.Award of the
the Umpire.

To all &c. I, J. M. of, &c. send greeting: Whereas differences have arisen and are now depending and undecided between E. F. of &c., and G. H. of, &c., touching, &c.: And whereas the said E. F. for his part, and the said G. H. for his part, did refer all differences concerning the said, &c. to the arbitration and ending of A. B. and C. D. of, &c., who not agreeing in their award, were to choose an umpire to make a final end of the said premises: And whereas the said A. B. and C. D. did meet about the said, &c., but could not agree to make their award therein, and therefore have made choice and named me, the said J. M., to be umpire in the premises; and I having accordingly, at the request of the said parties, deliberately and fully heard, examined, and considered the several allegations and evidences of both the said parties concerning the premises, do hereby make, publish, declare, and deliver this my award and umpirage in writing between the said parties, of and concerning the premises in manner and form following: First, &c. &c. In witness, &c.

The like in another
Form. (1)

I do award and adjudge that the said A. B. shall and do forthwith pay to the said C. D. the sum of £100, and that the same be received by the said C. D. in full satisfaction and discharge of and for all the said matters in difference to me referred as aforesaid; and that, &c. (award as to costs of reference, &c. as usual). In witness whereof, &c.

An Award of
Payment of
Money in full
Satisfaction of
all Differences.
(2)

I do award and determine that the said M. N. was not a partner in the said concern of N. O., O. P., and A. B. at the time the said security or securities or any of them were given to him by them as aforesaid, nor does still remain a partner therein with respect to the other creditors of the said concern; and that he the said M. N. is entitled in law to recover on the said security or securities before (and without waiting until) all the other creditors of the said concern shall have been paid their full and whole debts of twenty shillings in the pound. In witness, &c.

An Award that
a Party was not
a Partner.

(1) Montefiore, 97-8.

(2) This in a simple case is quite sufficient, without releases.

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Statement of
Enlargement of
the Time for
making the
Award under
Clause in Deed
of Submission to
that Effect. (1)

Award of mutual
Releases. (2)

Award that Ac-
tion shall cease;
that Defendant
pay a Sum of
Money to Plain-
tiff; that Plaintiff
be allowed to
collect certain
joint Debts, mak-
ing use of De-
fendant's Name,
but giving a Bond
of Indemnity to
him against any
consequences
therefrom in a
certain Event;
that Plaintiff
give an Account
of the Money
arising from such
Debts, and pay
the Moiety
thereof, after de-
ducting the Ex-
pences to the
Plaintiff. (3)

And whereas by a writing under the hands of the said (parties in difference) indorsed on the herein-before in part recited indenture, and bearing date the ——— day of ——— last past, the time in the said indenture limited for our making our award was enlarged until the ——— day of ——— thence next ensuing.

And on performance of this my award as aforesaid, I do award that the said E. F. and G. H. shall and do, at the costs and charges of the party requiring the same, execute and deliver unto each other mutual and general releases of all action and actions, cause and causes of action, suits, bills, bonds, debts, rent, covenants, claims, and demands whatsoever, from the beginning of the world to the day of the date of the said order of reference.

We do award, order, and direct, that all proceedings in the said cause shall cease and be no further prosecuted; and that the said C. D. shall and do pay to the said A. B., at the secondaries' office, situate in Coleman-street, in the city of London, between the hours of twelve at noon and two in the afternoon, on the first day of November now next ensuing, the sum of £124 16s. 6d., which said sum of £124 16s. 6d. we do adjudge and declare to be justly due from the said C. D. to the said A. B., for and upon the matters contained in the declaration in the said cause: And we do further award, order, and direct, that the said C. D. shall and do permit and suffer the said A. B. to collect and receive, for their joint use, the debts and sums of money specified in the following list of debts (that is to say), [here set out the list containing the names of the creditors, and amount of each separate debt]. And we do further award, order, and direct, that the said A. B. do use his utmost endeavours to collect and receive the same accordingly; and that the said A. B. shall be at liberty to bring any action or actions either in his own name, or in the name of the said C. D., or in their joint names, as he may be advised, for the recovery of any sum or sums of money specified in the said list, but nevertheless, that if the said A. B. shall bring any action in the name of the said C. D., without the consent of the said C. D. for that purpose first had and obtained, then that the said A. B. shall save harmless and indemnify the said C. D. from all consequences, costs, charges, and expences attending the same, if the same shall happen to fail and be fruitless: And we do further award, order, and direct, that the said A. B. shall not compound or compromise any action to be brought for the recovery of any of the said debt or sums of money without the consent of the said C. D. in writing for that purpose first had and obtained; and that the said A. B. shall, within one month after payment of the said sum of £124 16s. 6d., deliver to the said C. D. an account of the place of residence of all persons indebted to them the said A. B. and C. D., so far as the said A. B. shall know or be able to ascertain the same; and also at his own expence enter into and deliver to the said C. D. a bond to the said C. D. in the penalty of £300, with a condition thereunder written for making void the same in case he the said A. B. shall use due diligence in collecting all outstanding debts due to them the said A. B. and C. D., or wherein they are jointly interested; and shall give to the said C. D. an account of his proceedings from time to time, within six weeks after any request in writing so to do; and shall also from time to time, as the same debts are respectively received, pay to the said C. D.

(1) Ante, 378, 381.

(2) Caldwell, 274.

(3) Ibid. 237.

one moiety thereof (all reasonable expences touching the collecting and recovering of such debts being first deducted): And lastly, we do award, order, and direct, that each of the said parties shall and do bear and pay his own costs of this reference; and that the costs of this our award be paid in equal moieties between them. In witness, &c.

Award adjusting
Accounts be-
tween the Part
Owners of a Ves-
sel. (1)

I do hereby adjudge and declare, that the said C. D. and A. B. were and continued part owners of a certain ship called the Friendship, from the time of their purchase thereof until the sale thereof, made under a decree or order of the court of admiralty in a certain cause or proceeding instituted in the said court on a claim of salvage, the said A. B. being owner of one-fourth part of the said ship, and the said C. D. of the remaining three-fourths thereof: And I do award, order, and direct, that all proceedings at law between the said parties be stayed, and no further prosecuted; and that the before-mentioned award of the said arbitrators be considered as null and void, and no proceedings taken by either party to enforce a performance thereof: And I do further award and adjudge, that there was and is justly due and owing to the said A. B. by the said C. D. at the date of this my award the sum of £329 10s., which I do order and direct to be paid to the said A. B. by the said C. D. by four equal instalments of one-fourth part of the said sum at each time, on the days hereinafter mentioned, between the hours of twelve at noon and two in the afternoon, viz. the second day of July, the first day of October, the first day of January, and the first day of April, now next ensuing, unless the said A. B. shall before any or either of those days have received on the account of the said ship as hereinafter directed, over and above his own fourth share, more money than he shall have paid in discharge of the debts of the said ship, exclusive of his own fourth part of such debts, in which case the overplus is to be deducted from the instalment then due, and so toties, as the event may happen: And I do further award, order, and direct, that the said C. D. shall and do, on the tenth day of this present month of June, pay to the said A. B. one moiety of the expence of this my award, and that each of the said parties shall bear and pay his own costs of the said several proceedings at law, and of this reference: And I do further award, order, and direct, that the debts of the said Friendship, up to the time of the said sale thereof under the said decree or order (those only excepted which were incurred for or on account of the last voyage made by the said ship under the said C. D., from London to Memel, and back to London, and which are to be paid by the said C. D. alone), and also the costs incurred, or to be incurred on the part of the said ship, or of the said parties or either of them, in the said suit or proceeding in the said court of admiralty, shall be borne and paid in the proportions following, (that is to say), one-fourth part thereof by the said A. B., and the other three-fourths thereof by the said C. D., and that all monies due and owing to, or which may be received by the said part owners in respect of the said ship or her earnings, or of any insurance effected on her, or on her freight or earnings, or as the produce of the said sale thereof (except only the earnings of the said ship in the said last-mentioned voyage, and which are to belong to the said C. D. alone), shall be accounted for in the like proportions, namely, one-fourth part to the use and benefit of the said A. B., and the remaining three-fourths to the use and benefit of the said C. D.: And I do further award, order, and direct, that the said C. D. shall and do permit and suffer the said A. B. to demand, sue for, recover, and receive all such monies as are

(1) Caldwell, 219.

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herein last before-mentioned, in order that three-fourth parts thereof may be applied to the discharge of three-fourths of such debts as may be paid by the said A. B., or in discharge of the said instalments as hereinbefore directed; but in case all such monies shall not have been sued for or received by the said A. B. before the time appointed for the payment of the said last instalment, I do award, order, and direct, that after the time appointed for the payment of the said last instalment, and after such payment or other discharge of the whole of the said instalments, and also the said C. D. shall have repaid to A. B. three-fourths of such of the said debts as may have been paid by the said A. B., the said C. D. shall and may sue for and receive all such monies, or such parts thereof for which no action or suit shall have been then commenced by the said A. B., to be accounted for nevertheless in the proportions before-mentioned; but the said C. D. is not to sue for or receive any such monies until after the time and events before-mentioned, it being the intent and meaning of this my award, that all such monies should be received by the said A. B., in order that three fourth parts thereof may be applied in discharge of three-fourths of such of the said debts as may be paid by him, and of the said instalments in the manner before-directed: And I do further award, order, and direct, that in case the said C. D. shall pay or discharge any such debt or debts, then that the said C. D., producing the receipt of the creditor to whom the same shall have been paid, shall and may deduct one-fourth part of the money so by him paid from the amount of such of the said instalments as may become due next after the payment thereof: And I do further award, order, and direct, that neither of the said parties shall charge the other of them with any costs or expences now incurred or hereafter to be incurred in defending any action or suit that hath been or may be brought against them or either of them for the recovery of such debt or debts; but that each of the said parties bear and sustain the costs incurred by himself alone, unless they shall join in such defence: And I do further award, order, and direct that three-fourth parts of all such of the said debts as shall be paid by the said A. B. before the time appointed for the payment of the said last instalment be paid to him by the said C. D. at the time appointed for the payment of the instalment next after the said A. B. shall have paid such debts; and in default of payment of such three-fourths at the time before-mentioned, but not before, the said A. B. shall be at liberty to take legal measures for the recovery thereof; but in case the said A. B. shall pay any such debt after the time appointed for the payment of the said last instalment, then the said C. D. shall forthwith repay to him three-fourth parts thereof; and in case the said C. D. shall pay any such debt after all the said instalments shall have been discharged, and after payment of his share of such of the said debts as shall have been paid by the said A. B. then the said A. B. shall forthwith repay to him one-fourth part thereof; and in case the said C. D. shall receive any such monies as aforesaid, before he shall have fully discharged all that is owing by him to the said A. B., then he shall and do forthwith pay to the said A. B. the whole thereof, or so much over and above the said L. W.'s share as will satisfy all that is owing, whether the time herein appointed for payment be arrived or not; and in case the said C. D. shall receive any such monies as aforesaid, after he shall have fully discharged all that is owing to the said A. B., then that he shall and do forthwith pay one-fourth part thereof to the said A. B.; and in case the said A. B. shall receive any such monies after he shall have been paid all that is due to him by the said C. D., then that he shall and do forthwith pay three-fourth parts to the said C. D.: And I do further award, order, and direct, that each of the said parties shall and do at all times hereafter, within ten days after notice in writing for that purpose given to him, or

left at his then present or last place of abode, by the other of them, deliver to such other a true and just account in writing of all the debts paid and monies received by him in respect of the said ship, subsequent to the date of this my award. In witness whereof, &c.

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I do award, adjudge and declare, that the said F. A. and S. C., as such executrix and executor as aforesaid, had good cause of action against the said C. D. for divers principal sums of money bearing interest due from him to the said testator, which, with interest thereon calculated up to the tenth day of December now next ensuing, do and will amount to the sum of £303 11s. 4d. and for which said sum of £303 11s. 4d.; they the said F. A. and S. C. may cause a verdict to be entered in the said first mentioned action, and sign judgment thereon against the said C. D., in case the several sums of money and costs herein by me directed to be paid by him to them shall not be duly paid at the time and place hereinafter appointed for that purpose; but such verdict and judgment shall stand and be a security only for so much of such sums and costs as shall not be duly paid, together with the further costs of the entering the said verdict, and signing judgment thereon and consequent thereto: And with respect to the said other action by the bye, I do award, adjudge and declare that the said F. A. and S. C., as such executrix and executor as aforesaid, had good cause of action against the said C. D., for the sum of £190 due and owing by him to the said testator: And with respect to the said suit in chancery, I do award, order and direct, that the said C. D. shall forthwith cause his own bill therein to be dismissed with costs, to be taxed by the proper officer of the said court of chancery, and which costs I direct to be paid by him the said C. D. to the said F. A. and S. C. at the time and place hereinafter mentioned, and that all proceedings both in law and equity shall be forthwith stayed and no further prosecuted, except as to the entering the said verdict and the proceedings consequent thereon: And I do award, order and direct, that the said C. D. shall and do pay to the said F. A. and S. C., as such executrix and executor as aforesaid, at the office of Mr. L. G., their attorney in the said actions, situate in Warwick-square, in the city of London, on the tenth day of December now next ensuing, between the hours of twelve at noon, and two in the afternoon, as well the said sum of £303 11s. 4d. as the said sum of £190, together with the costs of both the said actions; and also the costs of the said reference, and of this my award; such costs to be in the meantime taxed by the proper officer of the said court of king's bench: And whereas pending the said reference, a certain exchequer bill for the sum of £400 has been purchased with the money of the said C. D., and deposited with certain bankers to abide the event of this my award: Now I do further award, order and direct, that the said exchequer bill and all other exchequer bills (if any) which may have been received in exchange for the same, be sold and converted into money on or before the said tenth day of December; and that all money produced by such sale, and also all money and benefit that may have been received and arisen upon all such exchequer bills, as well by way of interest as otherwise, be paid to the said F. A. and S. C., as such executrix and executor as aforesaid, on the said tenth day of December, at the place aforesaid, as a part of and in reduction of the several sums of money and costs herein by me directed to be paid by the said C. D. as aforesaid: And I do further award and order, that the said F. A. and S. C. shall and do accept the said several sums of money and costs herein by me awarded to be paid in full satisfaction and discharge of all demands by them as such executrix

Award that Plaintiffs had in one Case good Cause of Action against Defendant to a certain Amount, and that a Verdict be entered accordingly, with liberty to the Plaintiffs to sign Judgment, if certain Money with Costs, &c. directed by the Award to be paid, be not duly paid; that with respect to a certain Action by the bye, Plaintiffs had good Cause of Action to a certain Amount; that a Chancery Suit commenced by the Defendant against the Plaintiffs be dismissed with Costs, to be taxed by the proper Officers, such Costs to be paid to the Plaintiffs; that Defendant pay the Money to the Amount of which it is awarded; that the Plaintiffs had Cause of Action to them at a certain Time and Place with the Costs of both the said Actions to be taxed by the proper Officer, together with the Costs of Reference and of the Award; that a certain Exchequer Bill deposited with certain Bankers to abide the Event of the Award, be sold, and the

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Proceeds of the Sale paid to the Plaintiffs in Reduction of the Money and Costs awarded to be paid by the Defendant. (1)

Award, that Defendant pay at a particular Time and Place, &c. (2)

I do award and order, that the said C. D., his executors or administrators shall and do pay to the said A. B., his executors or administrators, at the house of Mr. G. H. attorney at law in Essex-street, in the Strand, between the hours of two and four of the clock in the afternoon of the twenty-second day of this present month of March, the costs of the said action, to be in the meantime taxed by the proper officer of the said court, and the further sum of £411; and that the said A. B. do then and there receive the said sum of £411, and the said costs so to be taxed as aforesaid, in full of all demands upon the said C. D., and sign and deliver to the said C. D. upon payment thereof, a receipt for the same in full of all demands as aforesaid. In witness whereof, &c.

Award, that the Verdict taken for Plaintiff at the Trial, stand for him, that Defendants pay Costs, &c. (3)

I do award and order, that the verdict so found for the said plaintiff as aforesaid shall stand and be in force, and that the said defendants shall and do pay to the said plaintiff the costs of this reference and award, to be taxed by the proper officer of the same court: And I do further award and adjudge, that the said defendants have not any claim or demand upon the said plaintiffs in respect of or in any manner relating to the vessel called the Cuckoo, in the pleadings in the said action mentioned. In witness, &c.

Award, that in one Case Plaintiffs had Cause of Action; that in the other Case the Plaintiffs (Defendants in the former suit) had no Cause of Action, &c.; that they be at liberty to take out of Court the Money paid into Court in the last Action, &c. (4)

I do award, order and adjudge, that the said A. B. and B. C. had good ground of action against the said C. D. and D. E., in the said cause in which the said A. B. and B. C. were the plaintiffs, for the sum of £47, and no more; and that the said C. D. and D. E. had no ground of action to recover any damage against the said A. B. and B. C. at the time of the said cause in which the said C. D. and D. E. were the plaintiffs: And I do further award and direct, that the said C. D. and D. E. may be at liberty to take out of court the money paid into court in the said last-mentioned action: Lastly, I do further award, order and direct, that each of the said parties shall bear and pay their own costs of this reference, and that the costs of this my award be paid in the first instance by the said A. B. and B. C., and that the said C. D. and D. E. do answer and repay to them one moiety thereof. In witness, &c.

Award of Mutual Releases, each Party to pay his own Costs, and Costs of Reference, and each to pay a Moiety of Award.

Now know ye, that we the said A. B. and C. D., arbitrators as aforesaid, taking upon us the charge of the said award and arbitrament, and having deliberately and at large heard and considered the allegations of both the said parties concerning the premises, and examined their witnesses upon oath, do thereupon make this our award, arbitration and judgment in writing between the said parties, of and concerning the premises in manner following, that is to say, first, we do award, arbitrate and determine by these presents, that, &c. (as the case may be): And we the said arbitrators do also award, that he the said E. F. shall also on the — day of — sign and seal, and as his act and deed deliver unto the said G. H., or to his use a general release in writing of all manner of action, suits, causes of action, bonds, bills, covenants, controversies, damages, claims and demands what-

(1) Caldwell, 214.
(2) Ibid. 303.

(3) Id. 800.
(4) Id. 298.

soever from the beginning of the world to the day of the date of the obligation aforesaid: And further we do award, that he the said G. H. shall also on the said — day of — sign and seal, and as his act and deed deliver unto the said E. F., or to his use, a general release, &c.: And we the said arbitrators do also further award, that all expences which either of the said parties have had, sustained, and been put to before this award is made and given be born and paid by each of them, that is to say, the said E. F. to pay his own expences, and the said G. H. his own expences: And we further award that the sum of —, being the expences and charges incident to this arbitration, shall be paid by them the said E. F. and G. H. in equal shares: In witness whereof we the said A. B. and C. D. the said arbiters to both parts have to this our award indented set our hands and seals this — day of — in the year —

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That the said C. D. on, &c. at, &c. pay to the said A. B. the full costs and expences of the said A. B., in and about the said action, and this present reference and award, as between attorney and client; a bill of such costs being in the meantime made out and delivered by the said E. F., the said attorney at law, to the said C. D.. (Then a release, and then) that the said A. B. do forthwith deliver to G. H., the attorney of the said C. D., all such letters of the said C. D. as are in the custody or possession of him the said A. B.

Award of Costs as between Attorney and Client; a Bill being made out by the Attorney and delivered to the Party directed to pay; that Plaintiff deliver to Defendant's Attorney all Letters of C. D. in his Possession. (1)

First, I do award, order, and direct that the said A. B. do cause the said action so brought by him and his said son, to be discontinued, and no further proceeded in, and that no costs be charged or payable in respect thereof on either side: And I do further award, order, and direct that the said C. D. shall and do pay to the said A. B., at the office of E. F., attorney at law, on the first day of May now next ensuing, between the hours of ten in the morning and twelve at noon, the sum of £ 500, being the sum for which the said last-mentioned action was brought, and that upon payment thereof, the said A. B. do then and there deliver to the said C. D. a receipt for the said sum of £ 500, in the names of himself and his said son. Secondly, I do award, order, and direct that no further proceedings be had in chancery, except in case of a breach or violation of the injunction and restriction therein ordered and imposed, which injunction and restriction in the said order and decree for dissolving the said partnership are to remain in full force. Thirdly, I do award, order, and direct that the said C. D. shall and do pay and discharge all bills of exchange, promissory notes, and securities for money issued or made in the copartnership name or firm of them the said A. B. and C. D., or wherewith the said A. B. may be chargeable in respect of his copartnership with the said C. D., and also all the debts of the said copartnership; and that the said C. D. do keep harmless and indemnify the said A. B., his executors and administrators, from and against all such bills, notes, securities and debts. Fourthly, I do award, order, and direct that the said C. D. shall and may keep and retain to his own use all the stock in trade, utensils, and other effects of the said copartnership, of what nature or kind soever, without the molestation or hindrance of the said A. B., his executors, administrators, or assigns, and also that the said C. D. shall and may demand, have, and receive to his own use, without the interference of the said A. B., all debts due and owing to the said copartnership from any person whatsoever, and

Award of Discontinuance of an Action without Costs, that Defendant pay to Plaintiff the Amount of the Sum for which the Action was brought, at a particular Time and Place; that Plaintiff then give to Defendant a Receipt for the same; that no further Proceedings be had in a certain Chancery Suit between the Parties, except in case of a Violation of an Injunction which had been granted in such Suit, and that such Injunction remain in full force; that Defendant pay all outstanding Bills of Exchange, &c. against the said

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Copartnership between the Plaintiff and Defendant, and indemnify Plaintiff against all such Claims; that Defendant may retain all the Stock in hand and joint Effects of the said Copartnership to his own use, and may recover all the Debts due to the said Copartnership, and receive them to his exclusive use, and may sue in the joint Names of the Plaintiff and himself for that Purpose; that Defendant pay a further Sum to Plaintiff, together with the Costs of the Suit in Chancery, to be taxed, &c. &c. (1)

shall and may use the name of the said A. B. in any action or actions to be brought for recovering any such debts or demands, he the said C. D. having first, before the commencement of any such action, sealed and delivered to the said A. B. the bond of indemnity hereinafter mentioned. Fifthly, I do award, order, and direct that the said C. D. shall and do pay to the said A. B. the further sum of £100, together with the costs of the said suit in chancery, to be in the mean time taxed by the proper officer of that court, at &c. on &c. And lastly, I do award, order, and direct that the said A. B., party to this reference, shall and do, on or before, &c. caused to be prepared at his own expence, and to be left (at &c.) a bond whereby the said C. D. shall bind himself, his heirs and executors, to the said A. B., in the penal sum of £1500, with a condition in the form hereafter set forth, and that the said C. D. shall and do (on &c. at &c.) seal and deliver the same bond to the said A. B., the condition of which shall be as follows: viz.—The condition of this obligation is such, that if the above-bounden C. D., his heirs, executors, or administrators, shall and do at all times hereafter pay and discharge all bills of exchange, promissory notes, or other securities for money made or issued in the copartnership name or firm of him the said C. D. and the above-named A. B., or in the name or firm of them and any other persons, wherewith the said A. B. may be charged in respect of the said partnership with the said C. D., and all debts or demands due and owing for or on account or respect of the said partnership, and shall and do at all times hereafter well and truly keep harmless and indemnify the said A. B., his heirs, executors, or administrators, as well from and against all such bills, notes and securities, debts and demands, as also from and against all damages, costs, and charges whatsoever, which the said A. B., his heirs, executors, or administrators, shall be put unto, bear, or sustain by reason of any action or suit at law or in equity, now commenced or hereafter to be commenced in the joint names of them the said A. B. and C. D., or in the names of them the said A. B. and C. D. and any other person or persons, against any person or persons whatsoever, then the above-written obligation to be void, otherwise to be and remain in full force and virtue. In witness whereof, &c.

Award that a certain Sum is due to Plaintiff, and that the Verdict be reduced to that Sum; an Adjudication in favour of Plaintiff as to a Sum of Money (on another Matter in Difference) which could not have been recovered at the Trial. (2)

That there was and is justly due from the said defendant to the said plaintiff, for and upon the several matters of complaint contained in the declaration of the said plaintiff in the said cause, and which the said plaintiff was entitled to recover therein, the sum of £360, and I do order and direct the damages given by the said verdict to be altered and reduced to the said sum of £360: And I do further award and direct that the said defendant shall and do pay to the said plaintiff the further sum of £200, which last-mentioned sum I award and adjudge to be paid to the said plaintiff, for and upon another matter in difference between the said parties, and which has been by them submitted to my consideration, under the said order of reference, but which the said plaintiff could not in my judgment have recovered at the trial of the said cause, under his aforesaid declaration. (Then defendant pay, &c. on &c.)

Award that an Action be no further prosecuted; that Plaintiff pay

I do order and direct that the said action at law shall cease, and be no farther prosecuted, and that the said A. B., his executors or administrators, shall and do pay to the said C. D., his executors or administrators, or such other person as he or they shall or may lawfully authorize to receive the

same, at the office of Messrs. E. and F., attornies at law, in Lincoln's Inn, the sum of £103, together with the costs of the said action, to be taxed by the proper officer of the said court, and the further sum of £6, as and for one moiety of the expences of this my award, at the times and in manner following; (that is to say,) the sum of £43, parcel of the said sum of £103, together with the costs of the said action, and the said sum of £6, on the first day of February now next ensuing, between the hours of twelve and two in the afternoon; and the further sum of £60, on the first day of April now next ensuing, between the same hours: And I do further award, order, and direct, that the said C. D., his executors and administrators, shall and do, within the days after payment of the said last-mentioned sum, seal and deliver to the said A. B., his executors and administrators, a general release of all actions, claims, and demands, up to the day of the date hereof, if such release, prepared at the costs of the said A. B., his executors or administrators, shall be tendered or left for him at the said office, on the said first day of May, at the time of the payment of the said last-mentioned sum of £60: And lastly, I do order, award, and direct, that if default shall be made in payment of all, either, or any part of the sums of money herein by me directed to be paid, at the place and times in that behalf appointed, that then and from thenceforth all the monies directed herein to be paid, or so much thereof as shall have then remained unpaid, shall become instantly due and payable; and that the said C. D. may immediately use such lawful means for obtaining payment thereof, as he might have done if the whole of the said sum of £103, together with the several costs aforesaid, or such part thereof as shall then remain unpaid, had been herein directed to be paid, on the day at which such default shall happen to be made, and such direction had not been complied with.

I do award, adjudge, and declare, that the said A. B. deceased, who was the father of the said C. D., E. F., and G. H. was at the time of his death justly indebted to the said C. D., in the sum of £139. 6s.; and I further award, adjudge, and declare, that the said C. D., as one of the three children of the said A. B. deceased, was and is jointly entitled to have and receive the sum of £1400, as his distributive share of the clear residue of the personal estate and effects of the said A. B. deceased, left after full payment of all the debts of the said A. B. deceased, except the said sum of £139. 6s., and after payment of two-thirds of the said last-mentioned sum; and I do further award, order, and direct, that the said suit shall be stayed and no further prosecuted, and that the said E. F. and G. H., parties to this reference, and who are the administrators of the said A. B. deceased, and who have received and possessed themselves of his personal estate and effects, shall and do on or before the twenty-first day of February, which will be in the year of our Lord one thousand eight hundred and twelve, pay to the said C. D. the sum of £1400, together with interest for the same at the rate of £5 per centum per annum, from the twenty-first day of December which was in the year of our Lord one thousand eight hundred and ten; and I further award, order, and direct that upon payment of the said sum of £1400, with such interest as aforesaid, the said C. D. shall and do, if thereto required, execute unto the said E. F. and G. H., at their costs and charges, a general release of all claims and demands at law and in equity, upon or in respect of the present estate of his father.

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at a particular Place, a Sum of Money by Instalments at particular Times, together with Costs of Suit to be taxed by the proper Officer; and also one Moiety of the Expences of the Award; that a general Release be given by Defendant to Plaintiff, if such Release, prepared at the Expence of the Plaintiff, be tendered at the Place where the Money is to be paid, at the Time of Payment of the last Instalment, &c. &c. (1)

Award as to personal Property of an Intestate; that the Administrators pay, &c. and that the Payee release all Claims upon the Estate. (2)

(1) Caldwell, 273.

(2) Caldwell, 262.

Vol.III. Ch.XV. That the said plaintiff had good cause of action against the said defendant in the said cause, and was and is entitled to a verdict therein; and I assess and award the damages, to be paid by the said defendant to the said plaintiff in the said action, at the sum of five shillings. [Applicable to all cases of trespass, &c., where the submission is by order of Nisi Prius.]

Award that Plaintiff is entitled to a Verdict and an Award of Damages. (1)

Award as to Alteration of Buildings. (2)

That the said A. B. be at liberty, without the let or disturbance of the said C. D., on the first day of July now next ensuing, or at any time within three calendar months after that day, to divide the roof and gutters of the back-shop of the said C. D. at the north and south ends, in the middle, or more eastward than the middle thereof, with lead, iron, or other materials, forming a partition not more than one foot high from the surface of the said gutters, and to maintain and preserve such partition when made, in order that such water only as shall from time to time fall on the eastern side of the said roof of the said back-shop may be conveyed to the leaden flat of the said A. B.; and that the said C. D. do not at any time after such partition made, by any pipe or other device, convey to the said leaden flat any other water than such rain water as shall naturally fall on the eastern side of the said roof: And I do further award and direct, that the said A. B. be at liberty, without the let or disturbance of the said C. D., at any time within twelve months now next ensuing, to put up and continually thereafter maintain a leaden or other sink or trunk, under the window on the first floor of his said dwelling-house, and over the said roof of the said back-shop of the said C. D., for the conveyance of water to the east side of the roof, and so on in any other manner to the said leaden flat, and away therefrom by the drain or gutter by which the water now flows away from the said leaden flat: And I do further award and order, that the said C. D. shall and do, on or before the first day of June now next ensuing, take down and wholly remove the large beam or scales in his shop, and which is suspended from or near to a certain beam under the said dwelling-house of the said A. B., at the north side of the same house, and shall not nor do at any time after the first day of June now next ensuing fix or suspend the said beam or scales, or any other beam or scales, (except such as shall be used for the weighing of small parcels not exceeding twenty pounds weight in the course of their retail trade,) to, upon, or from the said beam, under the said dwelling-house of the said A. B., or any other beam or rafter, or in any other way or manner under the said dwelling-house of the said A. B., or in any part of the shop of him the said C. D., within ten feet of the aforesaid beam under the house of the said A. B.

Award that Defendants transfer Wine, then standing in their Names in the Books of a certain Company, into the Names of the Plaintiffs. (3)

That the said defendants shall and do, on or before the tenth day of May now next ensuing, transfer or cause to be transferred in the books of the London Dock company, into the names of the said plaintiffs, or such other person or persons as shall be in that behalf appointed by or on the part of the said plaintiffs, the wine in question in the said cause, viz., seventy-six butts of wine heretofore imported in the ship Gratitude, and consigned to the house of Messrs. A. B. and C., they, the said plaintiffs, paying to the London Dock company such money as shall then be due to the said company for the warehouse rent of the said wine.

(1) Caldwell, 280.

(2) Id. 270.

(3) Id. 260.

That at the date of the said agreement (2) there was and now is due and owing to the said A. B. by the said C. D., for and upon the several matters referred to me as aforesaid, the sum of £330 and no more: And I do further award that the said A. B. has a lien upon all deeds, papers, and writings in the custody and possession of him the said A. B., belonging or relating to the affairs of the said C. D., for the payment of the said sum herein-before mentioned, (then that C. D.) pay on, &c., at, &c., the said sum of £330, &c.): And I do further award and order that the said A. B. shall accept of and receive from the said C. D. the said sum of £330, in full satisfaction of all demands for such business done and money due, paid, laid out, and expended, as is herein-before mentioned.

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Award of Money due for Work, &c., as a Solicitor, and that such Solicitor has a Lien on all Papers, &c., of the Party in his Possession. (1)

That A. B. pay to C. D., &c., and that C. D. receive the said sum of money, in full satisfaction and discharge of all demands upon the said A. B., as well for business done and money lent and paid, as for and in respect of notes and bills made, accepted, or indorsed by the said A. B., and all other demands whatsoever up to the day of the date of the said order of reference.

Award that Money be accepted in Satisfaction of Business done, &c. &c. (3)

That the said defendant seal and deliver to the said plaintiff a bond or obligation in the penal sum of £500, with a condition thereunder written, for indemnifying the said plaintiff against a certain bill of exchange, bearing date on or about the first of January last past, drawn by the said defendant upon and accepted by the said plaintiff for the payment of the sum of £100, two months after the date thereof, such bond and the draft thereof to be prepared by and at the expence of the said plaintiff.

Award that Defendant give Plaintiff a Bond of Indemnity against a certain Bill of Exchange outstanding. (4)

I do award, adjudge, and declare that the said plaintiffs had good cause of action against the said defendant, and may, if they see fit, sign judgment in the said action against the said defendant for the said damages upon the said verdict, with costs of suit; but, nevertheless, such judgment shall stand and be a security only for the performance of this my award. And I do further find and declare, that a certain part of the sugars in question in the said cause came to the hands of Mr. F. G., of the city of London, broker, and that the said defendant ought to have given directions to the said F. G. to deliver the same to the said plaintiffs, and that such directions would have been obeyed by the said F. G.; but that the defendant improperly refused to give such directions, and that the same sugars were afterwards sold by the said F. G., and produced the clear sum of £4,439 19s., exclusive of all charges and payments for warehouse rent and otherwise, which sum was received by the said F. G., and the greatest part thereof afterwards laid out by him in the purchase of exchequer bills for the benefit of such persons as might ultimately be found entitled thereto, and the money not so laid out hath been paid, and the several exchequer bills so purchased, except one exchequer bill for £500, have

Award that certain Goods ought to have been delivered to the Plaintiffs, that such Goods being in the Hands of a Broker, and afterwards sold by him, who purchased with the Money certain Exchequer Bills, all of which, except one, have been delivered to the Plaintiffs, the Plaintiffs are entitled to all such Exchequer Bills, and that this remaining one be delivered up to them, &c. (5)

(1) Caldwell, 287.
(2) Of submission.
(3) Id. 263.

(4) Caldwell, 281.
(5) Id. 294.

Vol. III. Ch. XV. been delivered by the said F. G., to or for the use of the said plaintiffs, with the consent of the said defendant, at my recommendation, since the date of the said order of nisi prius. And I do further award and declare, that the said plaintiffs were and are justly entitled to the said sum of £4,439 19s., and all interest and benefit that may have been made thereby. And I do further award and direct, that the said plaintiffs shall and may demand and receive from the said F. G., by the hands of Messrs. P. L. & Son, their attorneys in the said cause, and that the said F. G. shall and may deliver to the said Messrs. P. L. & Son, for the use of the said plaintiffs, the said exchequer bills not already delivered over to them, and all other money, securities, or bills derived from the said sum of £4,439 19s., which shall or may be now remaining in the hands of the said F. G., and not by him already paid or delivered over to or for the use of the said plaintiffs. And I do further award, order, and direct, that the said defendant shall not in any manner sue, trouble, or impeach the said F. G., for or by reason of his having already paid or delivered over to or for the use of the said plaintiffs, any such sum or sums of money, or exchequer bills, or for or by reason of his paying or delivering hereafter to the said Messrs. P. L. & Son, as such attorneys as aforesaid, for the use of the said plaintiffs, any such sum or sums of money, exchequer bills, securities, or other bills as aforesaid, but that all and every such payment and delivery, heretofore made and hereafter to be made, shall be a good sufficient discharge of the said F. G. against any claim or demand by or on the part of the said defendant. And I do further award, order, and direct, that the said defendant shall and do, at the request of the said Messrs. P. L. & Son, sign and deliver to the said F. G. (in case he shall require the same for his satisfaction) an order to pay and deliver to the said Messrs. P. L. & Son, for the use of the said plaintiffs, all such sums of money, exchequer bills, securities, or other bills as may be now remaining in the hands of the said F. G., and not by him already paid or delivered over to or for the use of the said plaintiffs, being part of or derived from the said sum of £4,439 19s. 0d.; and that the said defendant is and shall be and remain responsible to the said plaintiffs for the due payment and delivery thereof by the said F. G. And I do further award, order, and direct, that the said defendant shall and do pay to the said plaintiffs, at the office of the said Messrs. P. L. & Son, their said attorneys, situate in Swithin's Lane, in the said city of London, on the thirtieth day of this present month of April, between the hours of twelve o'clock at noon and two o'clock in the afternoon, the further sum of £3,535, together with the costs of the said action, and also the costs of this reference, and of this my award; such costs to be in the meantime taxed by the proper officer of the said court of king's bench, and the receipt of the said Messrs. P. L. & Son for the same shall be a sufficient discharge to the said defendant.

In witness whereof I, the said J. S., have hereunto set my hand, this fifteenth day of April in the year of our Lord one thousand eight hundred and twelve.

Signed and published, by the above named J. S., being first duly stamped, in the presence of _____.

Award adjusting Accounts, directing Delivery, by one Party to the other, of certain Papers, and that

I do award and adjudge, that there was justly due and owing from the said defendant to the said plaintiff at the commencement of the said suit, the sum of £162 0s. 9d.; but as it has appeared before me, that the said plaintiff hath since received the sum of £39 6s. from the charterers of the ship *Economy*, on her voyage from Quebec, under the command of

the said plaintiff, which had been formerly allowed to them by the defendant under a mistake, I do award and direct, that the damages found by the said verdict, be altered and reduced to the sum of £122 14s. 9d. And I do further award, order, and direct, that upon payment of the said sum of £122 14s. 9d., together with the costs which will be consequential to this my award, the said plaintiff shall and do deliver up to the said defendant a certain receipt, for the sum ten shillings, paid for the use of Greenwich Hospital, signed G. P., and dated the first day of December one thousand eight hundred and eight, and a certain acknowledgment of the receipt of the three receipts, and one certificate signed R. M., and dated the twenty-fifth November one thousand eight hundred and eight, and also shall and do, at the request, costs, and charges of the said defendant, seal and deliver to the said defendant a bond, in the penal sum of £200, conditioned to indemnify and save harmless the said defendant from and against all demands that may be made upon him for wages of service by any of the mariners or persons serving on board the said ship, in the three several voyages made by her under the command of the said plaintiff, except as to the sum of £5 remaining due for service on the last of the said three voyages, or some part thereof, to a boy named Y. Z., and which sum of £5 is to be paid by the said defendant. In witness, &c.

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a Bond of Indemnity be executed, &c. (1)

I do award and adjudge, that there was and now is justly due and owing, by the said defendant to the said plaintiffs, the sum of £133 10s. 11d. And I do award, order, and direct, that the damages given by the said verdict be altered and reduced to the said sum of £133 10s. 11d. And I do declare, that in estimating the said sum of £133 10s. 11d., I have allowed to the defendant the sum of £19 18s. 6d. for expences, on account of the business of the said plaintiffs, by him paid to his agents in Scotland, and the further sum of £21 0s. 10d. for like expences in Ireland, and no other sums on account of expences in either of those countries; and that in case the said defendant shall hereafter pay to his agents in either of those countries any sum or sums of money in respect of business done for the account of the said plaintiffs, this my award is not to prejudice or prevent his claiming and recovering such sums from the said plaintiffs. And I do further declare, that in estimating the said sum of £133 10s. 11d., I have not charged the said defendant with any money received on account of the said plaintiffs by his agents in Scotland after the sixth day of September in the year one thousand eight hundred and eight, nor in Ireland after the twenty-fifth day of July last. And I do further award, order, and direct, that each of the said parties shall bear and pay his and their own costs of this reference; and that the costs of this my award be in the first place paid by the said plaintiffs, and that the said defendant shall bear and repay to them one moiety thereof. In witness, &c.

Award that Plaintiff is entitled to a certain Sum of Money, and specifying on what Account this declared to be due, and that this Award is not to prejudice the Plaintiff from recovering any Sums of Money subsequently paid, &c. (2)

I do award and adjudge the amount of the damages sustained by the plaintiff to be £100, and the amount of the defendant's bill for the repairs of the said ship Niagara to be £2,500, and I do award and direct that the said verdict be entered, and do finally stand for the said sum of

Award that a certain Sum is due from Plaintiff to Defendant, a certain other Sum from Defendant to Plaintiff; that Plaintiff

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been delivered by the said F. G., to or for the use with the consent of the said defendant, at my request date of the said order of nisi prius. And I do find that the said plaintiffs were and are justly £4,439 19s., and all interest and benefit that And I do further award and direct, that the said plaintiffs demand and receive from the said F. G., by their attorneys in the said cause, and that they deliver to the said Messrs. P. L. & S. the said exchequer bills not already paid, money, securities, or bills derived from him shall or may be now remaining in his hands, or which he has already paid or delivered. And I do further award, order, and direct, that the said defendant, not in any manner sue, trouble, or molest the said plaintiffs, of his having already paid to the said plaintiffs, any such sum or sums of money, on any reason of his paying or delivering to them as such attorneys as may be named in the said sum or sums of money, or the said said, but that all costs, charges, and hereafter to be paid by the said F. G. against the said defendant. And I do award, order, and direct, that the said defendant, his executors and administrators; fourthly, I do award, order, and direct that the said C. D. shall and do, at any time or upon the request of the said A. B., his executors or administrators, deliver to the said A. B., his executors or administrators, all and every one of the said books, papers, and writings which may be in the custody, power, or possession of him the said C. D., in anywise relating to or concerning the said business or the said co-partnership, (then that A. B. pay, &c., on &c., at the rate of the said C. D. accept and receive, &c. in full satisfaction of all demands against the said A. B.)

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his name being used in any such action or
aforesaid, in pursuance of the authority hereby
his executors and administrators; fourthly, I do
award, order, and direct that the said C. D. shall and do, at any time or
upon the request of the said A. B., his executors or administrators,
deliver to the said A. B., his executors or administrators, all and every
one of the said books, papers, and writings which may be in the custody, power, or
possession of him the said C. D., in anywise relating to or concerning the
said business or the said co-partnership, (then that A. B. pay, &c., on &c., at
the rate of the said C. D. accept and receive, &c. in full satisfaction of all demands
against the said A. B.)

I do award, order, and adjudge that the said plaintiff had no ground of action against the said defendant for and upon the several matters of complaint, contained in the said declaration of the said plaintiff in the said cause, or for or upon the several matters to me referred; and I do award, order, and direct, that instead of the said verdict and damages so found for the said plaintiff, a verdict shall be entered for the said defendant.

That the said A. B. hath no claim or demand whatsoever upon the said C. D. and E. F., as assignees as aforesaid, or either of them, for or in respect of a certain ship or vessel called the Apollo, or for or in respect of any monies lent or advanced to the said G. H. the said bankrupt, or paid, laid out, or expended upon the credit of the said ship or vessel, and that the said A. B. hath not nor at any time whatsoever had any interest, right, title, claim, or demand whatsoever in, to, or in respect of the said ship or vessel: And I do award, order, and direct, that the said A. B. shall,

I award that the Plaintiff has no claim upon the Defendant as assignees under a certain Commission of Bankruptcy, that the Plaintiff never had any Right

Award that Plaintiff has no Claim upon Defendant as assignees under a certain Commission of Bankruptcy, that Plaintiff never had any Right

and, deliver up to the said C. D. and E. F., assignees as aforesaid, every papers and documents in anywise relating to or otherwise the title of the said ship or vessel, now in the possession, of the said A. B., or of any person, for or on account of And I do further award, order, and direct, that the assignees as aforesaid, shall and do suffer and perceive the sum of £500 and no more, under the commission the said G. H. as a debt due and owing to his bankruptcy to the said A. B., and as between them the said A. B. and the said

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or Title to or Demand upon a certain Ship, and that he gave up all Documents in his Possession relating to her; that the Defendants permit the Plaintiff to prove a certain Sum under the Commission. (1)

maketh oath and saith, that he, this
I, publish, and declare his award
B. of — and C. D. of —,

Affidavit of the due Execution of Award. (2)

—: And this deponent further subscribed to the said award as the proper hand-writing of the said E. F.; and L. M., set and subscribed thereto as witnesses. The execution of the said award, are of the respective this deponent and the said L. M.

J. K.

In the king's bench.

C. M. of — maketh oath and saith, that several accounts, controversies, and disputes having arisen and being subsisting between A. B. and C. D. & E. F., as taking burthen upon themselves and becoming responsible for G. H. on the one part, and this deponent and J. K. on the other part, respecting certain sums of money for bounty money and subsistence claimed to be due from the said G. H. to this deponent and the said J. K., the said parties for putting an end to the said differences and disputes did, by a certain instrument or submission, bearing date the, &c., agree jointly and severally, for settling and determining the said controversies, to submit and refer all accounts, demands, and claims they might have jointly and severally respecting the said bounty money and subsistence, to the award and decision of L. and M., chosen arbitrators by them the said parties, and did mutually promise, bind, and oblige themselves respectively, their heirs, executors, and assigns, to execute and perform such decision and award as the said arbitrators should make and pronounce on the premises, and in the penalty of £500, which sum of £500 should be paid and belong to such of the other party as would agree and consent to fulfil such decisions and award so given: And this deponent further saith, that the said arbitrators, having taken upon themselves the burthen of such arbitration afterwards, to wit on, &c. made and published their award in writing on the premises under their hands and seals, bearing date the day and year last aforesaid, and did thereby (amongst other things) award that the said A. B., C. D., and E. F., as having taken burthen upon themselves, and become responsible for the said G. H., should jointly or severally pay or cause to be paid on or before — to this deponent the sum of £ —: And this deponent further saith, that the said A. B., C. D., and E. F. did not, nor did any or either of them,

Affidavit to hold to bail on Arbitration Bond Special.

(1) Caldwell, 282.,

(2) Tidd's Forms, 356.

Vol.III. Ch.XV. on or before the said ———, or at any time afterwards, pay the said sum of £—— or any part thereof to this deponent, but the same and every part thereof is still wholly due and unpaid to him, this deponent, and by means of the said several premises, the said A. B., C. D., and E. F., are truly and justly indebted to this deponent in the said sum of £——, upon and by virtue of the said instrument or submission and award: And this deponent further saith, that no offer has been made to pay him the said sum of £—— or any part thereof, in notes of the governor and company of the bank of England, expressed to be payable on demand.
Sworn, &c.

CHAP. XVI.

Of Set Off and Mutual Credit.

[No Forms are given under this Chapter.]

CHAP. XVII.

Of the Forms of Defences, &c.

Ante, as to these, vol. 3. 680. The Forms of Pleas and Proceedings relative to Defences have already been published, and therefore are not here given.

CHAP. XVIII.

Of Insolvency Forms, Letters of Licence, Deeds of Inspection, Arrangement, and Composition, &c.

To all, &c. I, A. B. of, &c. send greeting. Whereas C. D. of, &c. is and stands indebted unto me the said A. B. in a large sum of money, which by reason of losses he is not at present able to pay. Now therefore know ye that I the said A. B. have given and granted, and by these presents, &c. do give and grant to the said C. D. full, free, and safe *licence*, and liberty to come and go, pass and repass from place to place, where and as his business and occasion shall serve and require, from the day of the date of these presents for the term of — years, and fully to be complete and ended, without being sued, molested, charged, or troubled in his person or otherwise, for or concerning any debt, duty, sum or sums of money, or other matter or thing whereby or wherewith he is or stands indebted and bound to me, or shall or may be charged or chargeable in anywise howsoever. And I the said A. B. do hereby, for myself, my executors and administrators, covenant, promise, and grant to and with the said C. D., his executors and administrators, that neither I the said A. B. my executors and administrators, nor any other person or persons by, with, or through our or any of our order, direction, privity, or consent, shall or will at any time hereafter, during the said term of — years, sue, arrest, attach, seize, extend, molest, implead or trouble the said C. D. his heirs, executors, or administrators (2), or his or their bodies, goods, or estates for or concerning any debt, duty, sum or sums of money which he now owes or is indebted to me by himself solely or jointly, with or for any other person or persons by bond, bill, covenant, or otherwise howsoever, or for any other matter, cause, or thing whatsoever, wherewith he or they now is or are or shall or may be charged or chargeable, and that these presents shall or may be pleaded and allowed in any court or courts at law or equity, in discharge to all or any actions, suits, or other proceedings, judgments, and executions which shall or may be brought, commenced, sued, prosecuted, awarded, or recovered against the said C. D., his heirs, executors, or administrators, or his or their goods or estates, by me the said A. B., my heirs, executors, or administrators, or any other person or persons by or through my, their, or any of their means, act, privity, order, consent, or procurement, contrary to the true intent and meaning of these presents. In witness, &c.

A. B. (L. S.)

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Letter of Licence from one Person only (or from several), and Covenant not to sue the Debtor within a specified Time, with Proviso, that if he does the Letter of Licence may be pleaded in Discharge. (1)

Proviso that this Deed may be pleaded in discharge. (2)

N.B. This form will serve where several creditors execute mutually; the names of all the creditors in the first place, and then afterwards using the word (creditors) instead of A. B., &c.

To all to whom these presents shall come: We whose names and seals are hereunto set and affixed, respective creditors of (the debtor) of, &c. send greeting. Whereas the said (debtor) is indebted to us the said persons whose names and seals are so hereunto set and affixed as aforesaid, in divers sums of money, which he is at present unable to pay, without making sale

The like by several Conditions in another Form, with Proviso that Debt shall be forfeited in case of Suit. (3)

(1) See ante, 3d vol. 688, and see a form *Montefiore*, 344.

(2) Unless executors of obligor be here named, the clause will not extend to them, ante, 3d vol. 695.

(3) As to effect and necessity of this proviso, ante, 3d vol. 694.

(4) See ante, 3d vol. 688. As to necessity and effect of this proviso, see 3d vol 694. See a form, *Wilde's Sup.* 2d vol. 180.

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Recital of
Debtors Inability
to pay Debts.

The Creditors
grant Licence to
Debtor.

Creditors will
not molest
Debtor.

If any Creditor
sue, his Debt to
be forfeited, and
Licence to ope-
rate as a Release.

of his estate and effects to the great prejudice of his trade. And whereas, being satisfied of the integrity of the said (debtor), and the solvency of his affairs, we have agreed to allow him the space of ——— to enable him to pay the said debts. Now know ye, that we the said several creditors of the said (debtor) severally and respectively, and for our several and respective heirs, executors, and administrators, partners and assigns, but not for each other, or for the heirs, executors, administrators, partners, or assigns of each other, have at the request of the said (debtor) given and granted, and by these presents do give and grant unto him the said (debtor) free and full licence, liberty, and authority to attend to follow, carry on, conduct, and manage all and every his said trade or business and affairs and concerns, and to transact and attend to any affairs, matters, or things whatsoever, at any place or places within the united kingdom of Great Britain and Ireland, at his free will and pleasure, and without any let, suit, action, arrest, attachment, or other impediment or molestation to be offered or done unto him, his goods, chattels, monies, or other effects whatsoever, by us or any of us or our respective heirs, executors, administrators, partners or assigns, or by our or their means or procurement for and during the space of ——— calendar months, next after the day of the date hereof, if he the said (debtor) shall so long live: And further, that we the said creditors for ourselves respectively, and our respective heirs, executors, administrators, partners and assigns, but not jointly or for each other, or for the heirs, executors, administrators, or assigns of each other, do and each of us doth covenant and grant with and to the said (debtor) his executors and administrators, that we or any or either of us our heirs, executors, administrators, partners or assigns, each of us covenanting severally as aforesaid, shall not nor will during the time or period aforesaid, sue, arrest, attach or prosecute the said (debtor) for or on account of our or any or either of our said respective debts or demands, or any part thereof: And moreover, that if any such action, arrest, attachment, or prosecution aforesaid, be prosecuted or commenced against the said (debtor), either in his person, goods, or chattels within the said term or period by us, or any of us, or by any other person or persons by or through our or either of our procurement or consent contrary to the true intent and meaning of these presents, then the said (debtor) by virtue hereof, shall be thenceforth, and for ever acquitted, exonerated, and discharged, both at law and in equity, of and from all and every the debts, claims, and demands whatsoever, owing to such of us the said creditors, our respective heirs, executors, administrators, or assigns by whom or by whose order, means, or procurement, he the said (debtor) his goods, chattels, monies, estates, or effects shall be so arrested, imprisoned, attached, or damnified, and this present letter of licence in any or either of the said cases shall be and operate as a release of, and may be pleaded in bar to the same debts, claims, and demands, and to any such action, attachment, arrest, prosecution, or process as aforesaid. In witness, &c.

A. B. (L. s.)

C. D. (L. s.) &c.

The like in
another
Form. (1)

To all people to whom these presents shall come: We whose names are here underwritten, creditors of A. B. of, &c. send greeting. Whereas the said A. B. in several sums of money to us is severally indebted; and having not wherewithal to satisfy us at present; we, and every one of us are willing to grant unto him favour and time for the payment of the same. Now know ye, that we the said creditors and every one of us, for his own proper

debt and duty, part and portion; severally have given and granted, and by these presents do give and grant unto the said ——— sure, full, and free liberty, licence, and safe conduct, as in us severally is, in such sort as the said ——— with all his goods, chattels, debts, duties, and other things whatsoever, freely, peaceably and quietly shall and may go, come, abide and sojourn, pass and repass at all and every time and times, from the day of the date hereof unto the full end and term of ———. And we, and every one of us, are agreed and contented, and do by these presents covenant, promise and agree to and with the said (debtor), that if it shall happen at any time or times, the said (debtor) during the term aforesaid, in and by his body, goods, chattels, or debts, by us or any of us, or by any other person or persons, by or through the commandment, will, procuring, partnership, consent or knowledge of us, or any of us, against the tenor, form and effect of this our present writing of safe conduct, be anywise arrested, sued, impleaded, vexed, hindered or attached, and thereof not forthwith and immediately delivered or defended, that then he the said (debtor) his heirs, executors, and administrators, shall be, by virtue of these presents, for ever more, clearly acquitted and discharged against him or any of us by whom the said (debtor) shall, contrary to the form, effect, and true meaning of these presents, be arrested, sued, vexed, or hindered, and thereof not forthwith delivered or defended as aforesaid, of all manner of actions, suits, debts, and demands whatsoever they be, from the beginning of the world until the day of such arrest, suits, attachment, or hindrance. In witness whereof, the said creditors have hereunto set their hands and seals the ——— day of ——— in the ——— year of the reign of our sovereign Lord ——— by the grace of God, of Great Britain and Ireland, king, defender of the faith, and so forth, and in the year of our Lord 18—.

The like with same Proviso, in another Form. (1)

Sealed and delivered (being first duly stamped) in the presence of

This indenture made the ——— day of ——— in the 56th year, &c. and in the year of our Lord 1816, between A. B. (the debtor) of, &c. of the first part, C. D. E. F. and G. H. (inspectors) of, &c. three of the creditors of the said (debtor) of the second part, and the several other persons whose names and seals are hereunto subscribed and affixed, by themselves or their respective attornies, agents, or partners, and being respectively creditors of the said (debtor) of the third part: Whereas the said (debtor) hath for several years past carried on trade as ——— in the city of London, under the style or firm of A. B. & Co., and in the course of his said business hath become and now stands indebted to the several persons, parties hereto of the second and third parts, in the several sums of money set opposite to their respective names in the schedule hereunder written (3): And whereas, in consequence of the commercial distress and difficulties now prevailing, and particularly in consequence of the recent failure of several persons in extensive trade, with whom the said (debtor) has had dealings, and from whom he is unable to obtain immediate payment of the monies due to him from them, he the said (debtor) has been under the necessity of suspending his payments; but it appears to his creditors, that there is a reasonable ground for believing that the said (debtor) will be enabled to pay all his creditors the full amount of their respective debts, and that his estate and effects will

Deed of Inspection between a Trader and his Creditors, Debtor allowed to Trade, &c. for Two Years, and if Debts not paid in that Time, he covenants to assign all his Estate and Property to pay. (2)

Recitals that Debtor is indebted to Parties of Second and Third Parts in Sums set opposite their Names. (3)

(1) This is the usual printed form.

great care.

(2) See the law, &c. ante, 3d vol. 689. This precedent was settled in A. D. 1816, by one of the most eminent conveyancers with

(3) If the precise amount of debt be disputable, alter the recital as ante, 3d vol. 692. n. 5. and see next precedent.

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That he has been
obliged to sus-
pend Payment.

That Creditors
have agreed to
his carrying on
Business for
Two Years
under Inspec-
tion ;

and to execute
the Deed to carry
the proposed
Arrangements
into Effect.

Operative Part,
Letters of Li-
cence (under
Inspection) for
Two Years from
Date.

Covenant by the
Creditors not to
sue, &c. during
the Term of the
Letter of Li-
cence.

If any Creditor
sues, Debtor is
declared to be
released from
the Debt of the
Party so suing ;

ultimately produce a considerable surplus for himself, after the payment of all such debts, if time be given to him to enable him to wind up and settle his affairs : And whereas the creditors of the said (debtor) having considered and examined the statement made by him of his affairs, have resolved, that it will be most advantageous for them, that the said (debtor) should be permitted to carry on, manage, and conduct his aforesaid business of _____ for the term of two years, under the immediate controul and direction of the said (inspectors), who have been named and chosen by the said creditors, to direct and assist the said (debtor) therein, with all the powers usual on such occasions ; and the said creditors have also thought proper, and agreed to grant unto the said (debtor) a letter of licence for two years, in order to give him time to collect and receive his debts, and thereby, and by and out of the profits of his aforesaid business, so to be carried on as aforesaid, or otherwise, to enable him to pay and satisfy his said creditors the debts so due and owing to them as aforesaid ; and in order to carry the resolutions of the creditors of the said (debtor) into effect, the said several creditors, parties hereto, have agreed to execute these presents containing the several stipulations and provisions herein-after expressed. Now this indenture witnesseth, that in pursuance of the said recited agreement in this behalf, and in consideration of the covenants and agreements herein-after contained on the part of the said (debtor), they the said several persons, parties hereto of the second and third parts, have, and every of them hath given and granted, and by these presents do, and every of them doth give and grant unto the said (debtor) full and free liberty, licence, and authority to manage and conduct his business, affairs, and concerns, and to collect, get in, and dispose of all his estate and effects under the immediate inspection and direction or controul of the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, in such manner as they the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, shall consider to be most conducive to the benefit of them the said creditors from the day of the date of these presents, for and during the term of two years from thence next ensuing, subject nevertheless to the proviso or agreement herein-after contained for determining the same licence ; and the said several creditors, parties to these presents for themselves severally and respectively, and for their respective heirs, executors, and administrators, and not the one of them for the other or others of them, or the acts, deeds, or defaults of any other or others of them, but every of them for himself and herself, and his and her own acts, deeds, and defaults only, do hereby severally covenant, promise, and agree to and with the said (debtor), that they the said creditors or any of them, or any person or persons for them or any of them, or by their or any of their order, assent, consent, privity, or procurement, shall not nor will sue, arrest, prosecute, molest, attach, detain, take in execution, or otherwise impede or incumber him the said (debtor), or his goods, chattels, property, estate or effects, or any part thereof in any manner howsoever, or upon any pretence whatsoever during the said term of two years, to be computed as aforesaid ; and that if any of them the said creditors, or the copartners, agents, executors, administrators, or assigns of any of them, shall so do contrary to the true intent and meaning of these presents, then he the said (debtor), his executors and administrators, shall be and is and are for ever by these presents declared to be thenceforth clearly acquitted, exonerated, and discharged of and from all actions, suits, debts, claims, and demands whatsoever, both at law and in equity, of the creditor or creditors by whom the said (debtor), or his goods, chattels, property, estate, and effects, or any part thereof, shall be sued, arrested, prosecuted, molested, attached, detained, taken in execution, or otherwise impleaded or incumbered as aforesaid, at any time from the date hereof, before the end of the said term

of two years, or previous determination thereof, under the provisions herein-after contained, and that this present letter of licence shall and may be pleaded in bar to the said respective debts, and to any prosecution, suit, or action, that shall or may be brought against the said (debtor), or his goods, chattels, property, or effects as aforesaid, within the time aforesaid, as effectually as if the said (debtor) had a general release under the hand and seal or hands and seals of such creditor or creditors respectively for that purpose. And this indenture further witnesseth, that in consideration of the covenants herein-before contained on the part of the creditors of the said (debtor), parties hereto, he the said (debtor) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (inspectors), and every of them, their and every of their executors and administrators in manner following; (that is to say), that he the said (debtor) shall and will forthwith make out and state, or cause to be made out and stated a true and exact account in writing of his debts, estates, and effects, of what nature or kind soever, as well real as personal, and of the several charges, outgoings, and incumbrances affecting the same, and shall and will thereupon deliver such account, (after being signed by him), unto the said (inspectors), or the survivors or survivor of them; and also, that he the said (debtor), shall and will, during the said term of two years, unless he shall be enabled sooner fully to pay and satisfy all his said debts, manage, transact, and carry on his affairs and business for the benefit of his said creditors, in the best manner he is or shall be able to do, and shall and will during the said term observe, perform, fulfil, and execute from time to time, all the orders, directions, resolutions, and instructions of the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, to be appointed as herein-after mentioned (which orders, directions, resolutions, and instructions, they are hereby authorized and empowered from time to time to make and give for that purpose), touching the managing, getting in, and disposing of his estate and effects; and shall and will use his best and utmost endeavours to collect and get in the same estate and effects, and to discharge all the debts owing by him in the manner herein-after mentioned, as soon as may be; and for that purpose that he the said (debtor) shall and will continue to reside within the said city of London, or within the liberties of the city of Westminster, or at some convenient distance from the said city of London, to be approved of by the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being: And further, that he the said (debtor) shall and will from time to time pay all the monies, bills of exchange, and notes of hand, or securities for money which he shall receive and get in from the produce of his said estate and effects, and from the gains and profits of his said trade, into the hands of Messrs. —, bankers in — in the city of London, or into some other respectable house to be approved of by the said (debtor) and the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, in the joint names or to the joint account of the said (debtor), and of such inspectors or inspector for the time being, to the end that the same monies, bills, notes, or securities for money may be applied by the said inspectors or inspector for the time being in manner herein-after mentioned. And it is hereby agreed and declared by and between all the said parties hereto, that all the monies, bills, notes, or securities arising by or from the said estate and effects of the said (debtor), and from the gains and profits of his said trade (and which shall be paid into such banking-house as aforesaid), shall there remain, and shall not be drawn out except for the purposes herein-after mentioned, unless the said (inspector), or the survivors or survivor of them, or the inspectors or inspector for the time being, shall in the mean-

and that the Letter of Licence may be pleaded in bar to such action.

Covenants by Debtor with the Inspectors ;.

to make out Account of his Estate, &c.;

to carry on his Business for Benefit of Creditors, and follow Directions of Inspectors.

To use his best exertion to get in Debts.

To reside in London or Westminster.

To pay Monies, Bills, &c. into hands of —, or another Banker to be agreed.

Cash to be drawn out, or Securities removed, on Draft of Debtor and one Inspector only.

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Covenant by
Debtor to sign
such Drafts, &c.

Power to In-
spectors to pay
Costs of Deed,
&c.

If Funds insuffi-
cient, such Ex-
pences to be
paid by Creditors
rateably.

Agreement as to
Disposal of the
Funds to be de-
posited :
1st, To pay
Salaries and
Wages of Clerks
and Servants
now due ;
2d, To discharge
such Debts as
Inspectors may
consider advis-
able, not exceed-
ing £1000 ;

in paying Ex-
pences of carry-
ing on Business ;

making such an
Allowance to
Debtor as In-
spectors may
think proper ;

then in payment
of the several
Creditors, the
Debts scheduled.

time think it will be for the benefit of the estate of the said creditors to lay out and invest the same in the purchase of government funds, East India bonds, or navy or exchequer bills (and which they or he are and is hereby empowered to do from time to time, when and as often as they or he shall think proper), and that all and every sum and sums of money to be taken out of the said banking-house for the time being, for any purpose whatsoever, shall be by draft, to be signed by the said (debtor) and one of them the said (inspectors), or the survivors or survivor of them the said inspectors, or the inspectors or inspector for the time being, and not otherwise : And that the said (debtor) shall and will, upon every request of the said inspectors or inspector for the time being, sign such drafts or orders upon the said banking-house, for any sum or sums of money, or other things deposited therein as aforesaid, as such inspectors or inspector shall from time to time direct or require : And that it shall be lawful for the said (inspectors), and the survivors and survivor of them, and the inspectors and inspector for the time being, by, with, and out of the estate and effects of the said (debtor), or otherwise, to pay and satisfy the costs, charges, and expences in and about preparing or relating to these presents, and the arrangements intended to be hereby made, and the execution of the powers, authorities, and directions herein contained : And that in case any loss or deficiency shall accrue to the said inspectors or inspector, by reason or in consequence of any such costs, charges, and expences, the same shall be sustained and made good to them by the several creditors, parties to these presents, of the second and third parts, in proportion to the amount of their respective debts. And it is hereby further agreed and declared between and by all the said parties hereto, that the said (inspectors), and the survivors and survivor of them, or the inspectors or inspector for the time being, shall and do, out of the monies which shall be paid into such banking-house as aforesaid, in the first place, pay unto all and every the clerks and servants of the said (debtor), all such sum and sums of money whatsoever as are now due and owing to them by the said (debtor), for their respective salaries or wages ; and in the next place pay, satisfy, and discharge in full any debt or debts, or sum or sums of money due or owing by the said (debtor) to any person or persons whomsoever, whose debts the said inspectors or inspector for the time being shall in their judgment and discretion, from the particular circumstances attending the same, think it proper or advisable to pay immediately and in full, provided that such discretionary payments do not exceed in the whole the sum of £1,000 : And subject to the several payments aforesaid, they the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, shall and may, by and out of the monies to be paid into such banking-house as aforesaid, make the several payments in the order and manner herein-after mentioned ; (that is to say), in the first place shall and may pay and satisfy all sums of money and expences which in the judgment of the said inspectors or inspector for the time being shall be requisite or necessary to be paid or expended, carrying on the said business of ——— ; and in the next place shall and may pay and allow unto the said (debtor) such annual sum or sums of money for the maintenance and support of himself and his family, as they the said inspectors or inspector for the time being shall from time to time, under all circumstances, think reasonable and proper, and by such payments, either monthly, quarterly, or half-yearly, as the said inspectors or inspector for the time being shall think proper : And subject to the payments aforesaid, the monies to be paid into such banking-house as aforesaid shall be subject and applicable to the payment unto the several persons, creditors of the said (debtor), whose names are mentioned in the schedule hereunder written, the several sums of money mentioned in the same schedule, and set opposite to their respective names.

And the said inspectors or inspector for the time being shall and may, when and so often as there shall be in hand money sufficient to pay two shillings in the pound upon or in respect of the said several debts or sums of money now due and owing from the said (debtor) to the several creditors, parties hereto of the second and third parts, pay and distribute all such monies unto and amongst the said creditors, parties hereto, rateably and proportionably according to the amount of their respective debts; and after full payment, satisfaction, and discharge of all and singular the said debts and sums of money provided or authorized to be paid in manner herein-before mentioned, and of all costs, charges, and expences occasioned by or attending the execution of the trusts, powers, or authorities hereby created or declared, the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, shall and do pay the surplus (if any) of the aforesaid trust-monies unto the said (debtor), his executors, administrators, or assigns, or as he shall direct or appoint, to and for their own proper and absolute use and benefit. And it is hereby also agreed and declared between and by the said parties hereto, that the said inspectors or inspector for the time being shall, by letters, or by such other ways or means as they or he shall think proper, give due notice of the time and place of making and paying such respective dividends as aforesaid. And the said several creditors, parties to these presents, do hereby agree and declare, that they and every of them shall and will receive the dividends to be made to them in manner aforesaid upon their respective debts, until they shall have received twenty shillings in the pound upon the same debts respectively, or until the produce of the estate and effects of the said (debtor) shall be distributed and divided in manner mentioned in and according to the true intent and meaning of these presents. And it is hereby agreed and declared between and by the said parties hereto, that in case it shall happen that any of the present creditors of the said (debtor) shall, through inadvertency or otherwise, omit to sign and execute these presents, or a duplicate thereof, before a first or other dividend or dividends shall be made, but afterwards sign and execute the same, they the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, shall and may pay or cause to be paid to such creditor or creditors so signing and executing as aforesaid, a like dividend or dividends, as shall have been paid to the said other creditors respectively who shall have before executed these presents, or a duplicate thereof, before any further dividend shall be made among the said other creditors, parties hereto. And the said (debtor), for himself, his heirs, executors, and administrators, doth hereby further covenant, promise, and agree with and to the said (inspectors), and every of them, their and every of their executors and administrators, in manner following; (that is to say), that he the said (debtor) shall not nor will, at any time hereafter during the said term of two years (unless the said creditors shall be previously paid the full amount of their debts in manner aforesaid), enter into or undertake, or be concerned or engaged in any new contract, adventure, trade, or business whatsoever, unless with the consent and approbation of the said (inspectors), or the survivors or survivor for the time being; nor shall nor will, at any time during the said term of two years (unless full payment of the said debts be previously made), pass away, alienate, or dispose of any of his estate and effects, save and except in the regular course of his aforesaid business so to be carried on under such inspection or direction as aforesaid; nor shall nor will do or suffer to be done any act, deed, matter, or thing whatsoever, whereby any creditor or creditors of him the said (debtor) shall or may obtain any security or securities for his or their debt or debts, or any preference or priority of payment thereof, or of any part thereof, before any other or others of them, contrary to the true intent and meaning of these presents; nor shall nor will bring any action or suit for recovering any debt

Inspectors to make Dividends as often as enough to pay 2s. in the Pound.

After making these Payments, the Surplus to the Debtor.

Inspectors to give Notice of Dividends.

Agreement by Creditors, that they will receive Dividends until paid 20s. or Estate is distributed.

Declaration, that Creditors neglecting to execute before a first Dividend, may, on executing, be afterwards paid.

Further Covenants by Debtor with Inspectors.

Not to enter into any new Contract, &c., but with their Consent;

nor dispose of his Estate and Effects, except in the course of Business;

nor do any Act by which any Creditor may obtain Security or Preference;

nor bring Actions without

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**Consent of
Inspectors.**

**To keep proper
Books, and have
Entries made.**

**To keep all
Letters received,
and Copies of
Letters sent.**

**To permit Ex-
amination by
Inspectors into
Books, &c.**

**To report the
true State of his
Affairs to them.**

**To verify
Accounts on
Oath, if re-
quired.**

**Not to com-
pound with
Debtors, without
Consent of
Inspectors ;**

**nor sign
Bankrupt's
Certificate, &c.**

**Power to
Debtor, with
Consent of
Inspectors, to
employ Clerks,
&c.**

**Authority to the
Inspectors to pay
Salaries, &c. of
Clerks, &c.**

or debts now due and owing, or which shall hereafter, during the continuance of the aforesaid licence for the term of two years, become due and owing to him the said (debtor), without the licence and consent of the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, who are and is hereby authorized and empowered to give such consent and directions therein as they or he shall think proper: And further, that he the said (debtor) shall and will from time to time keep or cause to be kept proper books of account relating to his estate and effects, and the management and disposal thereof, and therein make or cause to be made true and proper entries of all his receipts, payments, and disbursements, and of all such other transactions, matters, and things as shall be requisite, in order to shew the true state and condition of his said estate and effects ; and shall and will preserve all letters received from, and make and keep copies of all letters sent by him to all and every of his correspondents, or other person or persons whatsoever, respecting his affairs and conduct in the said business, and preserve all other papers and writings relating to the same ; and also shall and will permit the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, from time to time, and at all times during the continuance of the said licence, to examine and inspect the said books of account, letters, papers, and writings, or any of them ; and shall and will from time to time, when and so often as he the said (debtor) shall be thereunto required by the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, shew and report to them or him the true state and condition of the accounts of the said (debtor), and of all his proceedings relating to his said business : And also, that he the said (debtor) shall and will, when and as often as he shall be thereunto required by the said inspectors or inspector for the time being, verify the truth of such accounts upon oath before one of the masters of the high court of chancery : And also, that he the said (debtor) shall not nor will, at any time or times hereafter during the continuance of the aforesaid licence for the said term of two years (unless the said creditors shall be previously paid the full amount of their respective debts), compound with any person or persons whomsoever for any debt which hath heretofore grown due, or which shall at any time or times hereafter arise or grow due to the said (debtor), for any less sum or sums of money than the whole of such debt or debts : nor sign any bankrupt's certificate, or any letters of licence, release, deed of composition, or other instrument in writing, whereby any sum or sums of money due or to grow due to the said (debtor) may be lessened, delayed in payment, or discharged, without the consent of the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, for that purpose first had and obtained. And it is hereby agreed and declared between and by the said parties hereto, that the better to enable the said (debtor) to carry on his said business, it shall be lawful for him to employ any clerks, servants, or other persons whomsoever, in or about the same, and to displace the persons so to be employed, or any of them, in such manner as to the said (debtor) shall seem meet (but nevertheless with the consent and approbation of the said (inspectors), or the survivors or survivor of them, or of the inspectors or inspector for the time being, and not otherwise). And it is hereby also agreed and declared between and by the said parties hereto, that it shall and may be lawful to and for the said (inspectors), and the survivors and survivor of them, and the inspectors or inspector for the time being, and they are hereby authorized and empowered, by and out of the monies arising from the estate and effects of the said (debtor), and from the gains and profits of his said trade, which shall or may be paid into such banking-house as aforesaid, to pay, satisfy, and discharge any sum or sums of money for the salary or salaries, allowance or allowances, for the clerks, servants,

and other persons to be employed as aforesaid in or about the business ; and also the house-rent and taxes, and all other necessary expences of the said (debtor), in the managing, carrying on, and conducting his affairs and business, for the benefit of the said creditors. And it is hereby agreed and declared between and by the said parties hereto, and the said (debtor) for himself, his heirs, executors, and administrators, doth hereby further covenant, promise, and agree to and with all the said creditors, parties to these presents, and also separately to and with every of them, that in case the said creditors, parties hereto, shall not be paid the whole of their respective debts at or before the expiration of two years, to be computed from the day of the date hereof, and the said (debtor) shall at any time hereafter be required by the majority in value of the said creditors (present, by themselves or their agents, at a meeting to be called for that purpose) so to do, that he the said (debtor), his heirs, executors, and administrators, and all other persons claiming through or under him, shall and will, at the expence of the estate of the said (debtor), well and sufficiently convey, assign, and assure unto the said (inspectors), or the survivors or survivor of them, or unto such other persons or person as the major part in value of the said creditors of the said (debtor) shall think fit to make choice of, and their heirs, executors, administrators, and assigns, all and every the real and personal estates of him the said (debtor), and all the right, title, interest, property, claim, and demand of the said (debtor) in, to, and out of the same ; to hold the same unto and to the use of the said (inspectors), or the survivors or survivor of them, or such other persons or person as aforesaid, their or his heirs, executors, administrators, and assigns, upon trust to sell and dispose of the same, or any part thereof, or otherwise convert the same into money, in such manner as the said inspectors or inspector, or trustees or trustee for the time being, shall think fit ; and after deducting all their costs, charges, and expences in or about all such sale or sales, and conversion, upon trust to stand possessed of and interested in the monies to arise by such sale and conversion upon such trusts as will correspond as nearly as circumstances will then permit with the trusts and directions herein-before declared and contained. And in consideration of the release, conveyance, and assignment lastly herein-before covenanted on the part of the said (debtor) to be made and executed after the expiration of the said term of two years, in case the creditors of the said (debtor) who shall have only executed these presents shall not be paid their whole debts as aforesaid, they the said several creditors, parties hereto, of the second and third parts, do hereby for themselves, severally and respectively, and for their respective heirs, executors, administrators, partners, and assigns, according to their respective rights and interests therein, covenant, promise, and agree to and with the said (debtor), his heirs, executors, and administrators, that they the said creditors, and every of them, shall and will take and accept the said release, conveyance, and assignment, in full satisfaction and discharge of and for all and every debt and debts, sum and sums of money, claims and demands whatsoever then due from the said (debtor), upon or on account of any contract, engagement, matter, or thing antecedent to the day of the date hereof : And also, upon such release, conveyance, and assignment being made, they the said creditors shall and will severally and respectively acquit, release, and discharge the said (debtor), his heirs, executors, and administrators respectively, of and from all and every debt and debts, sum and sums of money, claims and demands whatsoever, and of what nature or kind soever, which shall be then due upon or by reason of any contract, engagement, matter, or thing whatsoever entered into or made by the said (debtor) before the day of the date of these presents, but so as not to discharge or make void any security or securities, lien, claim, or demand which the said creditors, or any of them, shall or may have upon or against any other person or persons, or his or their property or estate, for payment of any such

House Rent,
Taxes, &c.
Covenant by
Debtor, if Cre-
ditors not fully
paid in two
Years, on
Request of
Creditors, to
assign all his
Estate and
Effects,

upon Trust to
sell and convert
into Money.

After deducting
Expences, Pro-
duce of Sales to
be disposed of in
similar Trusts to
the present
Deed.

Creditors agree,
on such Convey-
ance being made,
to accept it in
full Discharge,

and to release
Debtor there-
from ;

but so as not to
discharge any
Security, &c.

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**Consent of
Inspectors.**

**To keep proper
Books, and have
Entries made.**

**To keep all
Letters received,
and Copies of
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**To permit Ex-
amination by
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Books, &c.**

**To report the
true State of his
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quired.**

**Not to com-
pound with
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**Authority to the
Inspectors to pay
Salaries, &c. of
Clerks, &c.**

or debts now due and owing, or which shall hereafter, during the continuance of the aforesaid licence for the term of two years, become due and owing to him the said (debtor), without the licence and consent of the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, who are and is hereby authorized and empowered to give such consent and directions therein as they or he shall think proper: And further, that he the said (debtor) shall and will from time to time keep or cause to be kept proper books of account relating to his estate and effects, and the management and disposal thereof, and therein make or cause to be made true and proper entries of all his receipts, payments, and disbursements, and of all such other transactions, matters, and things as shall be requisite, in order to shew the true state and condition of his said estate and effects; and shall and will preserve all letters received from, and make and keep copies of all letters sent by him to all and every of his correspondents, or other person or persons whatsoever, respecting his affairs and conduct in the said business, and preserve all other papers and writings relating to the same; and also shall and will permit the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, from time to time, and at all times during the continuance of the said licence, to examine and inspect the said books of account, letters, papers, and writings, or any of them; and shall and will from time to time, when and so often as he the said (debtor) shall be thereunto required by the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, shew and report to them or him the true state and condition of the accounts of the said (debtor), and of all his proceedings relating to his said business: And also, that he the said (debtor) shall and will, when and as often as he shall be thereunto required by the said inspectors or inspector for the time being, verify the truth of such accounts upon oath before one of the masters of the high court of chancery: And also, that he the said (debtor) shall not nor will, at any time or times hereafter during the continuance of the aforesaid licence for the said term of two years (unless the said creditors shall be previously paid the full amount of their respective debts), compound with any person or persons whomsoever for any debt which hath heretofore grown due, or which shall at any time or times hereafter arise or grow due to the said (debtor), for any less sum or sums of money than the whole of such debt or debts: nor sign any bankrupt's certificate, or any letters of licence, release, deed of composition, or other instrument in writing, whereby any sum or sums of money due or to grow due to the said (debtor) may be lessened, delayed in payment, or discharged, without the consent of the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, for that purpose first had and obtained. And it is hereby agreed and declared between and by the said parties hereto, that the better to enable the said (debtor) to carry on his said business, it shall be lawful for him to employ any clerks, servants, or other persons whomsoever, in or about the same, and to displace the persons so to be employed, or any of them, in such manner as to the said (debtor) shall seem meet (but nevertheless with the consent and approbation of the said (inspectors), or the survivors or survivor of them, or of the inspectors or inspector for the time being, and not otherwise). And it is hereby also agreed and declared between and by the said parties hereto, that it shall and may be lawful to and for the said (inspectors), and the survivors and survivor of them, and the inspectors or inspector for the time being, and they are hereby authorized and empowered, by and out of the monies arising from the estate and effects of the said (debtor); and from the gains and profits of his said trade, which shall or may be paid into such banking-house as aforesaid, to pay, satisfy, and discharge any sum or sums of money for the salary or salaries, allowance or allowances, for the clerks, servants,

and other persons to be employed as aforesaid in or about the business; and also the house-rent and taxes, and all other necessary expences of the said (debtor), in the managing, carrying on, and conducting his affairs and business, for the benefit of the said creditors. And it is hereby agreed and declared between and by the said parties hereto, and the said (debtor) for himself, his heirs, executors, and administrators, doth hereby further covenant, promise, and agree to and with all the said creditors, parties to these presents, and also separately to and with every of them, that in case the said creditors, parties hereto, shall not be paid the whole of their respective debts at or before the expiration of two years, to be computed from the day of the date hereof, and the said (debtor) shall at any time hereafter be required by the majority in value of the said creditors (present, by themselves or their agents, at a meeting to be called for that purpose) so to do, that he the said (debtor), his heirs, executors, and administrators, and all other persons claiming through or under him, shall and will, at the expence of the estate of the said (debtor), well and sufficiently convey, assign, and assure unto the said (inspectors), or the survivors or survivor of them, or unto such other persons or person as the major part in value of the said creditors of the said (debtor) shall think fit to make choice of, and their heirs, executors, administrators, and assigns, all and every the real and personal estates of him the said (debtor), and all the right, title, interest, property, claim, and demand of the said (debtor) in, to, and out of the same; to hold the same unto and to the use of the said (inspectors), or the survivors or survivor of them, or such other persons or person as aforesaid, their or his heirs, executors, administrators, and assigns, upon trust to sell and dispose of the same, or any part thereof, or otherwise convert the same into money, in such manner as the said inspectors or inspector, or trustees or trustee for the time being, shall think fit; and after deducting all their costs, charges, and expences in or about all such sale or sales, and conversion, upon trust to stand possessed of and interested in the monies to arise by such sale and conversion upon such trusts as will correspond as nearly as circumstances will then permit with the trusts and directions herein-before declared and contained. And in consideration of the release, conveyance, and assignment lastly herein-before covenanted on the part of the said (debtor) to be made and executed after the expiration of the said term of two years, in case the creditors of the said (debtor) who shall have only executed these presents shall not be paid their whole debts as aforesaid, they the said several creditors, parties hereto, of the second and third parts, do hereby for themselves, severally and respectively, and for their respective heirs, executors, administrators, partners, and assigns, according to their respective rights and interests therein, covenant, promise, and agree to and with the said (debtor), his heirs, executors, and administrators, that they the said creditors, and every of them, shall and will take and accept the said release, conveyance, and assignment, in full satisfaction and discharge of and for all and every debt and debts, sum and sums of money, claims and demands whatsoever then due from the said (debtor), upon or on account of any contract, engagement, matter, or thing antecedent to the day of the date hereof: And also, upon such release, conveyance, and assignment being made, they the said creditors shall and will severally and respectively acquit, release, and discharge the said (debtor), his heirs, executors, and administrators respectively, of and from all and every debt and debts, sum and sums of money, claims and demands whatsoever, and of what nature or kind soever, which shall be then due upon or by reason of any contract, engagement, matter, or thing whatsoever entered into or made by the said (debtor) before the day of the date of these presents, but so as not to discharge or make void any security or securities, lien, claim, or demand which the said creditors, or any of them, shall or may have upon or against any other person or persons, or his or their property or estate, for payment of any such

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House Rent,
Taxes, &c.
Covenant by
Debtor, if Cre-
ditors not fully
paid in two
Years, on
Request of
Creditors, to
assign all his
Estate and
Effects,

upon Trust to
sell and convert
into Money.

After deducting
Expences, Pro-
duce of Sales to
be disposed of in
similar Trusts to
the present
Deed.

Creditors agree,
on such Convey-
ance being made,
to accept it in
full Discharge,

and to release
Debtor there-
from;

but so as not to
discharge any
Security, &c.

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Proviso, that if Debtor makes Default in performing Covenants, &c. on his Part ; or if all Creditors (except those to the Amount of £1000, or those having adequate Security, and choosing to rely on it) do not execute in ——— Months ; then this Deed to be void.

Proviso that the Inspectors may proceed in the mean time.

Covenants by the Inspectors,

to keep Minutes of their Proceedings open to Inspection of Creditors at any Meeting.

Agreement that all Rules, &c. to be made by Inspectors shall be binding on Creditors.

Proviso for Appointment of new Inspectors,

by Majority in value of the Creditors at a Meeting to be called by surviving or continuing Inspectors, so as to keep up the Number of three.

Such Person to be able to act as fully as present Inspectors.

Proviso that in Case of any unforeseen Event,

debt or debts. Provided always, and it is hereby expressly agreed and declared between and by the said parties hereto, that if the said (debtor) shall make default in performing all and every or any of the covenants, clauses, stipulations, and agreements herein-before contained, and on his part to be performed and kept ; or if all the creditors of the said (debtor) (except such creditors whose debts do not altogether exceed the sum of £1000, and who shall be paid in full as aforesaid, and also except such creditor or creditors as, having an adequate security for his, her, or their debt or debts, shall choose to rely on such security) shall not, within the space of ——— calendar months, to be computed from the day of the date hereof, by themselves, or by their respective copartners, agents, or attornies thereto lawfully authorised, sign, seal, and deliver these presents, or a duplicate thereof, to and for the several uses, intents, and purposes herein mentioned, then and in either of the said cases, this present indenture, and every article, clause, matter, and thing herein contained, so far as it tends to restrain the said creditors from suing for and recovering his, her, and their debt or debts within the times aforesaid, shall cease, determine, and be void. Provided always, and it is hereby further agreed and declared between and by the said parties hereto, that in the mean time, and until the expiration of the said space of ——— calendar months, it shall be lawful for the said inspectors or inspector for the time being to proceed to act in the execution of these presents in every respect as they or he shall think proper, and judge to be most for the benefit of the said creditors. And each of them the said (inspectors) doth hereby, for himself, his heirs, executors, and administrators, and so far as concerns his own acts, deeds, and defaults only, covenant, promise, and agree to and with the said several creditors, parties to these presents of the third part, and also separately to and with every of them, that they the said (inspectors) respectively shall and will from time to time take and keep, or cause to be taken and kept, minutes of all their proceedings and transactions in and about the affairs of the said (debtor), which minutes shall be always open for the inspection of the said creditors at any meeting or meetings to be appointed or held as herein-after is mentioned. And it is hereby agreed and declared between and by the said parties hereto, that all rules, orders, directions, resolutions, and agreements which shall be made or entered into by the said inspectors or inspector for the time being, shall be binding and conclusive on all the said creditors, parties hereto. Provided always, and it is hereby also agreed and declared between and by the said parties hereto, that in case the said (inspectors), or any of them, or any future inspectors or inspector to be appointed as herein-after mentioned, shall happen to die or decline, or be incapable to act under or in the exercise of these presents, and the powers and authorities herein contained, then and in every or any of the said cases, and when and so often as it shall so happen, it shall and may be lawful to and for the major part in value of the creditors of the said (debtor) present, by themselves or their agents, at any meeting to be called by the survivors or survivor of them the said (inspectors), or the surviving or continuing inspectors or inspector for the time being, for that purpose, to nominate and appoint any one or more fit and proper person or persons, being a creditor or creditors of the said (debtor), to be inspector or inspectors in the room of such of them as shall happen to die or decline to act as aforesaid, so as to preserve and keep up the number of three inspectors ; and such person so to be herein-after nominated and appointed as aforesaid, shall thenceforth act under or in the execution of these presents, as fully and effectually as if he or they had been originally appointed inspector or inspectors in and by these presents ; Provided also, and it is hereby further agreed and declared between and by the said parties hereto, that in case any event shall occur respecting the premises, or any of them, and not herein or hereby particularly provided

for, or in case the said inspectors or inspector for the time being may want further directions or powers concerning the premises herein-before covenanted and agreed to be placed under their controul or direction as aforesaid, or concerning the exercise of any of the powers or agreements herein contained, it shall be lawful for the said inspectors or inspector from time to time, by giving fourteen days notice in such manner and form as they shall think fit, to summon a general meeting of all the creditors of the said (debtor) or the agents or persons authorized to act for any of the said creditors, so far as shall be known to them the said inspectors or inspector, and at such time and place as the said inspectors or inspector shall think fit; at which meeting or meetings all the creditors of the said (debtor) who shall have executed these presents, or who shall agree to accept the benefit thereof, shall have a right to be present and vote and concur in the orders and resolutions then to be made, either by themselves or their respective agents thereto, lawfully authorized as aforesaid; and at such meeting it shall be lawful for the said inspectors or inspector to offer and propose any matters or things, wherein they shall want the direction, advice, and concurrence of the said creditors; and the resolutions, rules, or orders of the major part in value of the creditors or their agents duly authorized then present, (who are hereby authorized and empowered to enter into and make any rules, orders, and resolutions, or to give any further powers and authorities to the said inspectors or inspector, as occasion shall require, for the benefit of or concerning the said estate) shall be binding and conclusive upon all the creditors, parties hereto, in the same manner as if all of them had been present, and had voted and concurred therein; and the said inspectors or inspector for the time being are hereby authorized to act pursuant thereto, and are and shall be indemnified in respect thereof, and in whatsoever they shall do in pursuance of these presents, and of every such agreement, order, or resolution which shall be made at any such meeting or meetings: Provided nevertheless, that no such rules, orders, resolutions, or authorities shall be made, given, or entered into at any such general meeting of the creditors, until an hour after the time to be appointed in the notice for such meeting or meetings shall have elapsed: Provided always, and it is hereby further agreed and declared, between and by the said parties hereto, that the said (inspectors), and each and every of them, and such new or further inspectors or inspector that shall or may hereafter be appointed under or by virtue of these presents, shall be charged and chargeable respectively only for so much monies as they or any of them shall respectively actually receive, by virtue of or under the trusts hereby in them reposed; notwithstanding his, their, or any of their giving or signing, or joining in giving or signing, any receipt or receipts for the sake of conformity, and that any one or more of them shall not be answerable or accountable for the others or other of them, but each of them for his own acts, receipts, neglects and defaults respectively; and that they or any of them shall not be answerable or accountable for any banker or other person with whom or in whose hands any part of the said trust-monies, goods or effects, shall or may be deposited or lodged for safe custody or otherwise, in the execution of any of the trusts herein-before mentioned; and that they or any of them shall not be at any time answerable or accountable for any misfortune, loss, or damage which may happen in the execution of the aforesaid trusts, or in relation thereto, except the same shall happen by or through their own wilful neglects or defaults respectively; and also, that it shall be lawful for the said inspectors in these presents named, and such future inspector or inspectors to be appointed as aforesaid, and every of them, their, and every of their executors, administrators, and assigns, by and out of the monies which shall come to their respective hands by virtue of these presents, to retain and reimburse himself and themselves respectively,

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or want of Instruction, &c. Inspectors are to call a general Meeting of Creditors.

Fourteen Days Notice to be given.

All the Creditors accepting the Arrangements shall vote;

by themselves or Agents.

Resolutions, &c. of major Part in Value to be binding on all the Creditors executing.

Inspectors authorized to act pursuant thereto.

Proviso that no such Rules, &c. shall be made, until one Hour after the Time of the Meeting.

Proviso that Inspectors shall be only chargeable for their own Acts, &c.;

and not accountable for Loss, except through wilful Default.

Power to reimburse themselves all Costs in the Execution of the Trusts.

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Proviso that previous to receiving Dividend, Creditors shall give up all Bills, &c., to which Debtor is only liable ;

but this Deed not to prevent suing other Persons liable.

Proviso that no Creditor receive Dividend until he has produced Securities, if required ;

and verified the same and the Debt on Oath ;

and if any Creditor holds Security (other than Bill, &c. taken as Money Payment), he shall have Dividend only on Balance, after such Security shall have been realized, as under Commission of Bankrupt.

Proviso allowing Inspectors to adjust the Value of Securities with Creditors ;

and also to allow to his and their co-inspector and co-inspectors, all costs, charges, damages and expences which they or any of them shall or may suffer, sustain, expend, disburse, or be put unto, in or about the execution of all or any of the aforesaid trusts, or otherwise by virtue of these presents : Provided always, and it is hereby also agreed and declared between and by the said parties hereto, that each of the said creditors, parties hereto, shall, previously to his receiving a dividend by virtue of or under these presents, deliver to the said (debtor), or to the said inspectors or inspector for the time being, for the purpose of being cancelled, all bills of exchange, promissory (notes for the payment of which the said (debtor) shall be solely liable) ; but nothing herein contained shall extend or be construed to prevent the said creditors, parties hereto, or any of them, or their partner or partners, or their or any of their respective heirs, executors, administrators or assigns, from suing or prosecuting any person or persons, other than the said (debtor,) his executors or administrators, who is or are or shall or may be liable or answerable to pay or make good to any of the said creditors all or any part of their respective debts, either as payers of promissory note or notes, or as drawers, indorsers, or acceptors of any bill or bills of exchange, or as being jointly or severally bound in any bond or bonds, obligation or obligations, or other instrument, or as being liable or accountable to pay any such debts without having subscribed any bill, note, or other instrument whatsoever, as if these presents had not been made, Provided always, and it is hereby further agreed and declared by and between the said parties hereto, that no creditor or creditors of the said (debtor), who is or shall become a party or parties to these presents, shall be entitle to receive any dividend in respect of his, her, or their debt or debts under or by virtue of these presents, unless or until he, she, or they shall, if thereunto required by the said (inspectors) or the survivors or survivor of them, or the inspectors or inspector for the time being, or any of them, produce or shew forth unto them or him, all and every the securities and security which he, she, or they may have received, or may hold for his or their debt or respective debts, and verify the nature of such securities or security, and the circumstances under which the same were or was given, and the truth or amount of such debt or debts, by affidavit in writing to be sworn by him, her, or them, before some person competent to administer an oath : And in case any creditor or creditors of the said (debtor), who is or are or shall become a party or parties to these presents, shall hold and retain any security or securities for his, her, or their debt or debts, (other than by a bill or bills of exchange, or a promissory note or promissory notes, taken and accepted by him, her, or them as a money payment, in satisfaction or part satisfaction of his, her, or their debt or debts) such creditor shall be entitled to receive and have a dividend upon the balance only of his, her, or their debt or debts, after such security or securities shall have been realized, in such manner as such creditor or creditors holding any such security or securities for his, her, or their debts, would have done and been entitled to in case a commission of bankrupt had been issued against the said (debtor), under which he had been declared a bankrupt. Provided always, and it is hereby further agreed and declared by and between the said parties hereto, that it shall and may be lawful to and for the said (inspectors) and the survivors and survivor of them, and the inspectors and inspector for the time being, if in their or his discretion they or he shall think it expedient so to do, to fix, settle, adjust, and determine, with any creditor or creditors, who is or are or shall become a party or parties to these presents, and who shall hold and retain any such security or securities for his, her, or their debt or respective debts, other than a bill or bills of exchange, or a promissory note or promissory notes as aforesaid, the value of such security or securities as aforesaid, and thereupon the creditor or creditors so

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holding and retaining the same shall be entitled to have and receive the balance of his, her, or their debt or debts, beyond the amount of such valuation, and a dividend in respect thereof, in such and the same manner as he she, or they would have been entitled to in case the said security or securities had been realized by an actual sale thereof, and had produced the amount of such valuation; and the said creditor or creditors shall thenceforth be entitled to retain and keep the property comprized in such security or securities, to and for his and their own use and benefit respectively, absolutely and irredeemably, free from any claim or demand whatsoever thereon, by and on the part of the said (debtor), his executors or administrators, or of the said inspectors or inspector for the time being, or of any others of the said creditors parties hereto. Provided always, and it is hereby further agreed and declared by and between the said parties hereto, that in case any commission of bankrupt shall be awarded and prosecuted against the said (debtor), and he shall be thereupon found and declared a bankrupt, then and in such case the said several creditors who, or whose attornies or agents, shall have become parties to and shall have executed these presents, shall and will give their respective consent that all the allowances and payments, charges and expences, which the said (inspectors), or the survivors or survivor of them, or the inspectors or inspector for the time being, are herein-before authorized and empowered to make, and which they shall have actually made or incurred pursuant to the trusts and powers herein-before contained, shall be repaid and allowed to him or them respectively under such commission of bankrupt, by and out of the estate and effects to be received by the assignees to be chosen under the said commission. In witness, &c.

and thereupon such Creditor to have a Dividend on the Balance, as if Security had been sold; and such Creditor shall then keep the Property comprized in such Security, free from all Claim.

Proviso, that if any Commission of Bankrupt issues, Creditors will consent to Allowance of Payments, &c., by Inspectors out of the Estate.

Schedule referred to by the foregoing indenture.

Here follow names of Creditors.	Sums.		

That all simple contract debts should, notwithstanding their insertion in the schedule, be verified by affidavit, in case the said trustees for the time being, or a majority of them, or any three or more of the creditors of the company whose debt should amount in the whole to the sum of £1,000 or upwards, should require the same; and that it should be lawful for the said trustees for the time being, or the major part of them, without prejudice nevertheless, to the provision last herein-before contained, to investigate the amount and reality of the respective debts and demands of the several persons claiming the benefit of the provisions thereby made, and to admit the validity of the same respective claims, to such extent, and upon such evidence, and to make such reference to arbitration, or other compromise or composition respecting the same, as such trustees or the major part of them should think proper or expedient.

Proviso in Deed of Inspectorship, that Trustees shall have Power to require Proof of Simple Contract Creditors Debts, and to submit the Proof of the same to Arbitration, &c. as they think fit. (1)

(1) See ante, 414. and 3d vol. 692. note 5.

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Memorandum
of Agreement at
a Meeting of
Creditors, to re-
ceive a Com-
position of
Debts. (1)

Memorandum.—At a meeting of the creditors of A. B., of, &c., held at, &c., the ——— day of ———, it is concluded and agreed on as follows; that is to say, we the creditors of the said A. B. whose names are hereunder written, have this day severally and respectively agreed, for ourselves, and for our several and respective partners, executors, administrators or assigns, to and with the said A. B., his executors and administrators, to accept, receive, and take the sum of ——— for each and every pound that he the said A. B. doth owe and is indebted to us severally and respectively, in full satisfaction and discharge of the debts or sums severally and respectively, due to us from the said A. B., so that the said sum of ——— for each and every pound be paid severally and respectively unto us, or to our several and respective executors, administrator or assigns, within the space or time of ——— days (as the case may be) from the day of the date hereof, and in default thereof this agreement, or anything herein contained to the contrary thereof to be null and void. Witness our hands, the day and year aforesaid.

The like
in another
Form. (2)

Whereas A. B. &c., now stands indebted unto us, whose names are hereunto subscribed, in the several sums of money set opposite our respective names, (3) which he being unable at present to satisfy, hath requested us to grant him time of payment, in manner herein-after mentioned, to which we have respectively assented: Therefore we hereby do, and each of us doth give unto the said A. B., time of payment thereof, in manner following, that is to say, ——— from the date hereof for the payment of one ——— part of each of our respective debts, ——— for the payment of ——— thereof, and ——— for the payment of the residue thereof, with legal interest, to be computed on the whole of such respective sums of money from the day of the date hereof; to wit, the ——— day of ———, 18—.

As witness our hands, &c.

Agreement to
accept Stock in
Trade in full of
all Demands,
Debtor agreeing
to assign same
to Trustees. (4)

At a meeting of the creditors of A. B. of, &c. resolved, that in consideration of an undertaking by her to assign the whole of her stock in trade and book debts, &c. to a trustee for the benefit of the creditors, we agree to accept the same in full of all demands, and to execute releases to the said A. B., as soon as the property shall realize the sum of £238.

Assignment of
all the Goods,
Furniture, &c.
of a Debtor to
Trustees for the
Benefit of his
Creditors.

This indenture of three parts, made the ——— day of ——— in the year of our Lord, between J. M. of, &c., of the first part; W. B. of, &c., and R. T. of, &c., of the second part; and the said W. B. and the several other persons whose names and seals are hereunto set and subscribed, creditors of the said J. M., of the third part: Whereas the said J. M. stands indebted unto the said W. B. and R. T. and the several other persons, parties hereto of the third part, in the several sums of money set opposite to their respective names at the foot of these presents; and by reason of many losses in trade, bad debts, and other misfortunes, he is rendered incapable of making full payment to his creditors of their respective debts: And whereas the said J. M. being willing and desirous to

(1) Montefiore, 344. As to effect of this agreement, ante, vol. 3. 688. 9. If there be a specialty debt, the agreement should be under seal, ante, vol. 3. 688.; and in all preliminary agreements of this nature, it may be prudent to insert a stipulation, that the creditors shall,

on being required, sign a formal deed, to be settled by counsel, to carry in due manner into effect this preliminary agreement.

(2) Montefiore, 8.

(3) Ante, vol. 3. 692. n. 5.

(4) 1 Starkie, 218.

Assignment of
Personal Pro-
perty.Power to enter
upon Debtor's
Premises, and
seize such pro-
perty.Assignment of
Debtor's Debts
and securities.

Habendum.

Upon Trust
for Payment of
Debts, &c.

pay off and satisfy all his creditors as far as his estate and effects will extend and amount to, he hath agreed and proposed to assign the same unto the said W.B. and R. T., upon the trusts, and to and for the ends, intents and purposes hereinafter mentioned and contained: Now this indenture witnesseth, that for the purposes aforesaid, and for effectuating and carrying the said recited proposal into execution, and also for and in consideration of the sum of ten shillings of lawful money current in Great Britain, by each of them the said W. B. and R. T. to the said J. M. paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said J. M. hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said W. B. and R. T., their executors, administrators, and assigns, all the household goods, furniture, plate, linen, beds, bedding, book-debts, and other debts, sum and sums of money, and all other the goods, chattels, and personal estate and effects whataoever and wheresoever, and of what kind or nature soever, belonging and due, and owing to the said J. M. the necessary and convenient wearing apparel of himself and family, excepted; and also full and free liberty, licence, and authority for the said W. B. and R. T. to enter into and upon the dwelling-house and other premises of the said J. M. wherein the said hereby bargained premises or any of them are or shall be found, or may be suspected to be found, and to seize, take, sell, and dispose of the same upon the premises or otherwise at their free will and pleasure, without the molestation of the said J. M. or any other person through his procurement; and also all bills, bonds, notes, securities, dividends, writings, books of account, vouchers, and other papers due and owing and belonging, or according to him or in anywise belonging to or concerning the premises or any part thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, of the said J. M. of, into, and out of the said hereby bargained premises or any part thereof, to have and to hold, perceive, receive, and take the said household goods, chattels, and effects hereby assigned or mentioned, or intended so to be, and every part thereof except as aforesaid, unto the said W.B. and R. T., their executors, administrators, and assigns, from thenceforth for ever, upon the trusts nevertheless, and to and for the several ends, intents and purposes hereinafter mentioned and declared of and concerning the same: (that is to say), upon trust, that the said W. B. and R. T. and the survivor of them, his executors and administrators, do and shall with all convenient speed, in such manner and at such time or times, and by and under such terms or prices as they shall think reasonable and proper, absolutely sell and dispose of all and singular the said personal estate and effects, and convert the same into ready money; and also do and shall collect, receive, and get in all the residue of the said premises, and by and out of the monies which shall arise by such sale or sales, and which shall be collected, received, and gotten in as aforesaid, do and shall in the first place pay and discharge the costs, charges, and expences attending the preparing these presents, and a duplicate hereof, and the said sales and dispositions, and inventorying and managing the said effects or in anywise relating thereto or to the trusts hereby in them reposed; and in the next place do and shall pay, retain, and apply all the residue of the said trust-monies so to be by them raised, received, and gotten in as aforesaid in full satisfaction and discharge of the debts due and owing to the said W. B. and R. T., and all other the creditors of the said J. M., who shall by themselves or their attornies or agents consent to and subscribe their names at the foot of these presents, or who shall by writing, or letters addressed to the said trustees, or J. W. their solicitor, or any of them, signify their intention of so doing within three calendar months next

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Debts before
Payment to be
verified by Affi-
davit, if required.

Overplus to
Debtor.

Power for
Trustees to sue
for Debts.

Covenant of
Debtor to do any
further Act to
carry Trust into
execution.

Power for
Trustees to
compound.

Trustees not
liable for any
thing but wilful
Default.

Trustees to be
reimbursed their
Expences, &c.

Covenant by
Creditors to re-
ceive the Divi-
dend in full
Satisfaction of
Debts.

Covenant not to
sue, &c.
debtor. (1)

ensuing the date of these presents, such debts being first verified by affidavit to be sworn before a master extraordinary in chancery (if required by the said trustees or their said solicitor as aforesaid), or otherwise as much of the said debts as the residue of the said trust-monies, after payment of all such costs, charges and expences as aforesaid, shall extend to pay, by an equal pound rate according to the quantum of their respective debts, and without any preference or priority of payment whatsoever, according to the true intent and meaning of these presents; and if, after such payment and deductions as aforesaid, there shall remain an overplus in the hands of the said W. B. and R. T. then upon further trust to pay the same unto the said J. M., his executors, administrators, and assigns, and the said J. M. doth hereby appoint the said W. B. and R. T. his true and lawful attornies, jointly and severally to ask, demand, sue for, recover, and get all debts and effects, and to give receipts for the same, which shall be good discharges, and also to do and perform all other necessary acts and deeds for recovering and getting in the debts and effects, sums of money, and every of them, and otherwise performing and carrying into effect the trusts hereby in them reposed, according to the true intent and meaning of these presents; and the said J. M. doth hereby covenant with the said W. B. and R. T. their executors, administrators, and assigns, that he the said J. M., his executors and administrators, shall and will do and execute any further and other lawful and reasonable act, deed, matter or thing whatsoever, as well for corroborating these presents as for the further and better granting and assigning the premises in manner and upon the trusts aforesaid, when thereto required by the said W. B. and R. T., their executors, administrators, and assigns: And it is hereby declared and agreed by and between all the said parties to these presents, that the said W. B. and R. T., their executors, administrators or assigns, shall be at liberty to compound with any debtor of the said J. M. as they or he shall think fit; and also that he or they shall be charged and chargeable only for so much money as they shall respectively actually receive, and that they shall not be charged and chargeable for any misfortune, loss, or damage which may happen without his or their wilful default: And also that the said W. B. and R. T., their executors and administrators, shall and may reimburse himself and themselves by and out of the said trust-monies all such loss, costs, charges, damages and expences as he or they shall or may suffer, sustain, expend, or be put unto in the execution and performance of the trusts hereby in him and them reposed: And lastly, all the said creditors, parties to these presents for the considerations aforesaid, do hereby for themselves severally and respectively, and for their several and respective executors and administrators, but not the one for the other or others of them, covenant, promise, and agree to and with the said J. M., his heirs, executors, administrators, that they the said creditors, parties to these presents, shall and will accept and take the dividend or dividends to arise and be produced out of and from the said hereby bargained and assigned premises, in full satisfaction and discharge of their several and respective debts as aforesaid; and that neither they nor their executors or administrators, partners or assigns or any of them shall and will from henceforth sue, arrest, impede, molest, disturb, imprison, attach, or prosecute the said J. M., his heirs, executors or administrators, or his, their, or any of their goods, chattels, lands, and tenements for, upon account, or by reason or means of any debt or debts, sum or sums of money or demand whatsoever now due or owing to him or them from the said J. M., or

(1) Query. This covenant, it should seem, does not operate as an absolute suspension of claim; and creditors might sue debtors, though

they would in such case be liable for a breach of covenant. Any objection on this ground might be obviated by inserting clause ante, 408, 409.

which they or any or either of them now have, or can or may have, claim, challenge, or demand against the said J. M. in respect thereof. In witness whereof the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

This indenture, made the 30th day of September 1819, between W. D. of, &c., of the first part, J. D. of, &c., of the second part, and several other persons whose names and seals are hereunto subscribed and affixed, being creditors in their own right, solely and jointly in copartnership with others, or being agents or attornies of creditors of the said W. D. of the third part: Whereas the said W. D. stands justly and truly indebted unto the said J. D. and also the several persons, parties hereto of the third part, and their respective partners or constituents, in the several sums of money set opposite to their respective names, and which, from losses and other misfortunes in trade, he is become unable wholly to pay off and discharge: And whereas the said W. D. being willing and desirous to make to his creditors the best satisfaction in his power, hath proposed to pay them a composition of six shillings in the pound upon the amount of his several debts, to be secured and made payable by the instalments and in manner following, that is to say, the sum of four shillings in the pound upon the amount of the said debts, to be paid at the time of the execution of these presents, and the remaining sum of two shillings in the pound upon the amount of the said debts by the joint and several promissory notes of the said W. D. and J. D., payable at the expiration of eight months from the date thereof; to which proposal the said several creditors parties hereto have agreed, and upon the same composition being duly paid to release the said W. D. from his said debts in the manner herein-after mentioned: Now this indenture witnesseth, that in pursuance of the said agreement the said W. D. doth hereby for himself, his heirs, executors, and administrators covenant, promise and agree to and with the said J. D. and the said several creditors (who by themselves, or by some other person or persons duly authorized in this behalf, have duly executed these presents in manner following, that is to say, that the said W. D. shall and will truly pay or cause to be paid unto the said several and respective creditors partners thereto of the third part, rateably and proportionably and according to their several and respective debts as written opposite their respective names as aforesaid, the full and just sum of four shillings in the pound upon the whole of the said debts, when and so soon as these presents shall be tendered or delivered to him, signed, sealed, and delivered by the said creditors, and the said W. D. and J. D. do hereby, in pursuance of the said agreement and for the consideration aforesaid, by themselves severally and respectively, and for their several and respective heirs, executors, and administrators, covenant, promise, and agree to and with the said several creditors, parties hereto of the third part, and to and with their respective partners, and also to and with each and every of them, their and each and every of them, their and each and every of their executors, administrators and assigns, in manner following, that is to say, that they the said W. D. and J. D. or any one of them, their or one of their heirs, executors and assigns, shall and will pay or cause to be paid unto the said several creditors who or whose partners, attornies or agents, are parties hereto of the third part, the sum of two shillings in the pound for every pound sterling now due and owing to such creditor respectively from the said W. D., within eight calendar months from the day of the date of these presents, being the residue or remainder of the said composition of six shillings in the pound; and that they the said W. D. and J. D. shall and will well and so soon as these presents shall be delivered to them or either of them, signed, sealed, and

Form of Composition Deed between a Debtor and his Creditors the Payment of Part of the Composition to be secured by the Promissory Notes of Two Creditors.

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Creditors to execute Release upon Fulfilment of Deed.

Proviso not to molest Debtor under Penalty of Forfeiture of Debt.

Proviso that Debtor may be sued on Notes.

delivered by the said several creditors, parties hereto of the third part as aforesaid, sign, and give to each of the said creditors, their respective, joint and several promissory notes for the said last-mentioned dividend of two shillings in the pound upon the amount of the said debts, being the remaining part of the said composition of six shillings in the pound as aforesaid, and which said promissory notes should be made to become due and payable at the said eight months from the day of the date thereof as aforesaid: And this indenture further witnesseth, that all and every the creditors of the said W.D., parties hereto of the third part, who by themselves or other persons by them respectively authorized, have sealed and executed these presents for and in consideration of the covenants and agreements so entered into by the said W. D. as aforesaid, do hereby, for themselves and their respective parties or partners, constituent or constituents, severally and respectively and not jointly, but each of them for himself, his heirs, executors, administrators, partner or partners, constituent and constituents, acts and deeds only, covenant, promise and agree to and with the said W. D. his executors and administrators, by these presents in manner following, that is to say, that they the said several creditors, parties hereto of the third part, and each and every of them, shall and will take and accept the said composition of six shillings in the pound upon the amount of their respective debts, to be paid and secured in manner aforesaid, in full payment, discharge, and satisfaction of all and every debt and debts, sum and sums of money, claims and demands whatsoever, both at law and equity, due and owing to them respectively from the said W. D. up to and including the day of the date thereof: And also shall and will, as soon as the said several promissory notes shall have been paid and discharged, at the request, costs, and charge of the said W. D., his executors and administrators, execute and deliver unto him and them a general release of and from all and all manner of action and actions, suit and suits, bills, bonds, notes, writings obligatory, debts, accounts, sums of money, judgments, executions, claims, and demands whatsoever, both at law and in equity, or otherwise howsoever on account thereof, which against the said W. D., they or either of them now have or ever had: And also that they the said several creditors, parties hereto of the third part, or their respective executors or administrators, shall not nor will at any time or times hereafter commence or prosecute any action or actions, suit or suits at law or in equity against the said W. D., his heirs, executors or administrators, or make any attachment upon him or them, or upon his or their estates or effects, for or by reason of any debt or debts due and owing to them by the said W. D., and in case any of the creditors, parties hereto of the third part, their or any of their executors, administrators or assigns, shall commence or prosecute any such action, suit, or attachment contrary to the true intent and meaning of these presents, that then and in such case the said W. D., his executors, administrators; or assigns, shall and may plead these presents as a general release in bar of all and every such action and actions, suits and attachments; provided always, and it is hereby declared and agreed by and between the said parties to these presents, that nothing herein contained, shall extend to be designed to extend to prevent the said several creditors who or whose attornies or agents are parties hereto of the third part, or any of them or their or any of their respective executors, administrators, and assigns, from commencing any action or actions, suit or suits against him the said W. D. for recovering payment of the money which shall or may become due and payable to them the said several creditors respectively upon and by virtue of the said promissory notes heretofore covenanted and agreed to be given to them for the amount of the said composition of two shillings in the pound upon their respective debts; provided also, that

in case all the creditors of the said W. D., except such (whose debts respectively shall not amount to £10, and also except such other creditor or creditors who having any other security or securities for his, her, or their debt or debts, shall choose solely to rely thereon), shall not on or before the 28th day of October next, either by themselves or their attorney or agent, execute these presents, and accept the said composition of six shillings in the pound upon the amount of his, her, or their debt or debts, to be paid and secured in manner aforesaid, then that these presents and every matter and clause and thing herein contained to the contrary thereof in anywise notwithstanding. In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first before written.

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Proviso, that
Deed to be void
if particular
Creditors do not
execute within a
specified Time.

To all, &c., A. of, &c., C. D. E. F. G. and H., &c., creditors of I. K. send greeting: Whereas the said I. K. is indebted to us his said creditors in several sums of money, which he is not able to pay. And whereas S. K. of, &c., brother of the said I. K., hath offered to pay to each of us the creditors of the said brother, five shillings for every twenty shillings to the principal debts to each of us owing from his said brother, provided we accept the same in full of our said debts, and discharge his said brother therefrom. Now therefore know ye, that we the said creditors, considering the losses of the said I. K., that he is not able to pay us our full debts, do therefore each of us by and for himself, his executors and administrators, severally and not jointly nor one for the other, covenant and agree to and with the said I. K., his executors and administrators, that if the said S. K., his executors or administrators, or if the said I. K., or any of them, do and shall, on or before the ——— day of ——— now next ensuing, pay or cause to be paid unto each of us the said creditors, our executors or administrators, the sum of five shillings for every twenty shillings of the principal debts owing to us severally from the said I. K., we the said creditors respectively shall and will accept and receive the same in full payment and satisfaction of our said several debts owing to us from the said I. K., at the sealing hereof, and all actions, suits, claims, and demands concerning the same; and will then and thereupon seal, execute, and deliver unto or to the use of the said I. K., his executors and administrators, a sufficient release and discharge of all actions, suits, debts, dues, bills, specialties, accounts, sums of money, judgments, executions, claims, and demands whatsoever, both in law and equity, from the beginning of the world to the day of the date of these presents: Provided that if all of us the said creditors shall not seal and execute these presents on or before the ——— day of ——— now next ensuing, or if the said five shillings for every twenty shillings shall not be duly paid to us at the time aforesaid, according to the true intent and meaning hereof, in either of the said case these presents shall be void and of no effect. In witness, &c.

A Deed of Composition of Creditors with a Debtor, to accept Five Shillings in the Pound, and to execute a general Release. (1)

Proviso that if Creditors do not execute by a given Day, or Payment of Composition be not made, Deed to be void.

To all, &c. we whose hands and seals are hereunto subscribed creditors, or authorized by and subscribing for creditors of A. B. of, &c., send greeting: Whereas the said A. B., by reason of several losses and otherwise, is not able to make full payment and satisfaction of and for the debts, sum and sums of money, wherein he now standeth indebted unto us or to those whom we subscribe, but doth propose and offer to pay and secure unto each and every of us his said creditors, the sum of nine shillings for every pound or twenty shillings which he now oweth unto each

The like in another Form. (2)

(1) See form. Montefiore, 342.

(2) Montefiore, 341.

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**Agreement upon
Payment of
Composition
to execute Re-
lease.**

**Proviso, in case
of Default in
Payment Deed
to be void.**

**Agreement not
to sue under
Penalty of For-
feiture of Debt.**

and every of the said creditors respectively, in full payment and satisfaction of all and every of our debt and debts. Now know ye that we the said creditors of the said A. B. do hereby, for ourselves severally and respectively, our respective partners, executors, administrators and assigns, covenant, promise, and agree to and with the said A. B., his executors and administrators, that in case the said A. B. do and shall, on or before the ——— day of ——— next, pay or cause to be paid unto each and every of us the said creditors, parties hereunto, the sum of three shillings in the pound, part of the said nine shillings for every pound or twenty shillings respectively due unto us; and also on or before the ——— day of ——— next, pay or cause to be paid unto each and every of us the said creditors, parties hereto, the further sum of three shillings in the pound, further part of the said nine shillings for every pound or twenty shillings respectively due unto us and each and every of us: And also on or before the ——— day of ——— also next, pay or cause, &c. unto, &c. the further sum of three shillings in the pound, the residue and in full payment of the said nine shillings for every pound or twenty shillings respectively due unto and so agreed to be taken and accepted by us and each and every of us as aforesaid, that then and in such case we the said creditors who have hereunto subscribed our names, our respective executors, administrators, partners, and assigns, shall and will accept and take such several payments, payable in manner aforesaid, in full of our respective debt and debts, dues and demands, due and owing to us and each and every of us aforesaid: And also upon full payment of all such said several payments payable in manner as aforesaid, to us and each of us respectively, we the said creditors, our respective executors, administrators, partners, and assigns, shall and will severally and respectively seal and execute, to and for the use of the said A. B., his executors and administrators, a good and sufficient general release or releases in the law, of and from all actions, suits, bills, bonds, accounts, debts, dues, and demands whatsoever, from the beginning of the world to the day of the date of these presents. Provided always, that in case the said A. B. shall fail or neglect to pay, or cause to be paid unto us and each and every or any of us, all or any part of the said several payments, on the several days and times above limited, expressed, and appointed for payment thereof, contrary to the true intent and meaning of these presents, that then and at all times thereafter it shall and may be lawful to and for the said creditors, parties to these presents, to make void these presents; and that then and from thenceforth these presents shall cease, determine, and be absolutely void, any thing herein contained to the contrary thereof in anywise notwithstanding. And we the said creditors, parties to these presents, for ourselves or executors, administrators, partners, and assigns, do further covenant and agree to and with the said A. B., that we nor any of us, our executors, administrators, partners, and assigns, shall not nor will, during the time or term hereby granted for payment of the said several sums, on the days appointed for payment thereof as aforesaid, or until default or failure of payment thereof or of some part thereof in manner aforesaid, arrest, sue, attach, implead, or otherwise trouble the said A. B., his goods, or chattels; but shall and will permit and suffer him to go free and at liberty, without any molestation for and until the time or term hereby granted for payment of the said several sums of money, on the days appointed for payment thereof, or for or until default or failure of payment thereof, or of some part thereof, in manner as aforesaid: And we do hereby agree, that these presents shall be a free and absolute discharge from all actions and suits already commenced or to be commenced during the time or term aforesaid. In witness whereof, we the said creditors of the said A. B. have hereunto set our hands and seals this ——— day of, &c.

This indenture, made this — day of — in — year of the reign of our sovereign lord George the — by the grace of God, of the united kingdom of Great Britain and Ireland, king, &c. between A. B. of the one part, C. D., of, &c., E. F., of, &c., and G. H., of, &c., creditors of the said A. B. of the other part. Whereas the said A. B. on the day of the date of these presents is justly indebted to his said creditors in the several sums of money following; that is to say, to the said C. D. in the sum of £ —, to the said E. F. in the sum of —, and to the said G. H. in the sum of —, making in the whole the sum of —; which said several sums of money the said several and respective creditors, at the request of the said A. B., are contented and do hereby respectively agree to accept and take in such manner and proportion as herein-after is mentioned: Now this indenture witnesseth, that the said A. B., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said several creditors above named, their executors, and administrators respectively, that he the said A. B., his heirs, executors, and administrators, or some or one of them, shall and will, by and with the consent, direction, nomination, and appointment of his said other creditors respectively testified by their being made parties to these presents, and sealing and delivering hereof, well and truly pay or cause to be paid unto the said C. D., his executors or administrators, the full sum of £ — on — next ensuing the day of the date hereof, or within three days after, and the sum of — more monthly (as the case may be), on — of every month then next and successively following, or within three days after, until the said full sum of — is fully paid and satisfied (or until the sum of — [as the case may be] shall be paid), which is hereby agreed by the said several and respective creditors, to be in full satisfaction and discharge of the aforesaid sum of —, and of all other sum and sums of money now due or owing to the said creditors above named, or any of them respectively, upon special trust and confidence, nevertheless, and to the intent and purpose that he the said C. D., his executors and administrators, shall and will, upon demand, pay and satisfy unto each and every of the said creditors above named, an equal part and share of all such sum and sums of money as shall from time to time be so paid to him or them respectively by the said A. B., in proportion to the several debts hereinbefore named, &c.: (*here insert covenant not to sue until default made, and in case of such, debt to be forfeited*; and if occasion add the following clause): And the said A. B., for and in consideration of the indulgence from his said creditors as aforesaid, doth hereby covenant and promise to and with the said several creditors above named, their executors and administrators, that within the space of — after the said several creditors have sealed and executed these presents, he shall and will deliver to, and to each of the said several creditors above named, a true copy of all his stock or quantity of, &c., that he had by him on the — day of —, and also a true list of all the goods and debts now due, owing, or belonging to him, from any person or persons whomsoever, together with an account of their names and places of abode who have or owe the same. In witness whereof the said parties have hereunto set their hands and seals, the day and year in the beginning written.

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The like, with Promise for Payment of the Composition Money to one Creditor, in Trust and for Debtor to give Account of his Property.

Covenant for the Payment at several Times to one Creditor in Trust.

A Part which is to be in full.

Covenant to give an Account of all his Effects and Debts.

This indenture, made the — day of — in the fourth year of the reign, &c., and in the year 1823, between Z. A. of, &c., C. D. of, &c. and E. F. of, &c., (assignees of the estate and effects of A. D. of, &c., merchant, a bankrupt), of the first part, the said A. D. of the second part, the several persons whose hands and seals are hereunto subscribed and set as creditors of the said A. D. of the third part, S. C. of, &c., merchant, (a

Deed of Composition between the Assignees of a Debtor (Bankrupt) the Debtor himself, his Creditors, a Trustee,

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and the Assignees of T. H. a Bankrupt, the Assignees and Creditors agreeing to petition to supersede the Commission, and to receive a Composition in lieu of the Rights under it, the Payment of such Composition to be secured by the Bills of a Surety. The Creditors to deliver up Securities into hands of Trustee, and indemnifying Creditors against outstanding Bills, &c. the Assignees of T. H. agreeing that Composition shall not prejudice Creditors proof of Debts under that Commission in respect of Bills drawn by T. H., and accepted by Debtor.

Recital of Commission of Bankruptcy against A. D. (Debtor) &c. Assignment of his Effects to Assignees (parties to this Indenture.)

Recital of Agreement between Assignees of Debtor and his other Creditors, to accept Composition to be secured by Bills of a Surety.

Creditors to deliver up Securities to a Trustee, and petition for superseding Commission.

trustee nominated and appointed by and on the part and behalf of the said several other persons parties hereto for the purposes hereafter-mentioned), of the fourth part, and the said Z. A., &c., (assignees of the estate and effects of J. R., late of, &c., jeweller, a bankrupt, and which said J. R. was one of the principal creditors of the said A. D., of the fifth part. Whereas his majesty's commission under the great seal of Great Britain, grounded upon the several statutes made and now in force concerning bankrupts, bearing date at Westminster the 14th day of June — now last past, was awarded and issued against the said A. D., directed to (commissioners who signed assignment), together with G. D. H. and H. F. esquire, thereby giving full power and authority to them the said commissioners, four or three of them, to execute the same: And whereas, upon the execution of the said commission, the said A. D. was duly found and declared a bankrupt, and thereupon by indenture of assignment, bearing date the 15th day of July now last past, and made between C. C. of, &c. &c. (the major part of the said commissioners), of the second part, and the said Z. A. &c. as assignees chosen of the estate and effects of the said A. D. of the third part, all and singular, the goods, wares, and chattels, debts, sum and sums of money, and all other the personal estate whatsoever, which the said A. D. was possessed of, interested in, or entitled unto at the time he became bankrupt, or at any time since, were assigned unto the said Z. A. &c., their executors, administrators, and assigns, in trust for themselves, and all such other of the creditors of the said A. D. as then had already sought or should thereafter in due time come in as creditors, and seek relief by virtue of the said commission, as by the said recited indenture and the said commission and the proceedings under the same, reference being thereunto had, will more fully appear: And whereas the said A. D., at the time of his becoming bankrupt as aforesaid, was and stood justly and truly indebted to the said Z. A., &c., and the several other persons, parties hereto, of the third part, in the several sums of money hereunder set opposite to their respective names, and some of the said debts and sums of money are due upon and secured by certain bills of exchange and promissory notes, as in the several schedules hereunder written, or hereunto annexed, more particularly mentioned and described: And whereas by a certain agreement, bearing date the 31st day of July — now last past, and made between the said A. D. of the one part, and the several persons, parties hereto of the first and third parts, the said creditors of the said A. D. of the other part, after reciting as or to the effect hereinbefore recited, and reciting that the said several creditors having taken into consideration the insolvent state of the said A. D., and it having been proposed to them on his behalf, that he should and would pay or cause to be paid to them, and each of them, the sum of five shillings in the pound rateably upon each of their said several and respective debts, payable by instalments, as therein and hereinafter mentioned, and that R. A. K. of, &c. merchant, should become surety for the payment thereof, by giving his acceptance for the same, if they the said creditors would severally accept the same in full satisfaction and discharge of their respective debts, and consent that the said commission of bankrupt should be superseded, they the said several creditors of the said A. D. did for themselves, and their executors, administrators, and assigns, agree to and with the said A. D., his executors and administrators, that they would accept and receive the said dividend or sum of five shillings in the pound rateably, upon each of their said several and respective debts, in full satisfaction and discharge of their said several debts, on condition that the payment of the same to them respectively should be secured by bills drawn by the said A. D. upon and accepted by the said R. A. K. to be dated the 15th day of August, then next and now last past, and payable

in their payments in manner following, that is to say, on the 18th of February which will be in the year 1824 the sum of two shillings in the pound, on the 18th day of May 1824 the sum of one shilling in the pound, and on the 18th day of August 1824 the sum of two shillings in the pound; and they did each of them further agree, that upon delivery of the said acceptances of the said R. A. K., so to be given to them the said creditors respectively, in satisfaction of their said several and respective debts, to deliver to the said S. C. (the trustee) all promissory notes of the said A. D., and all bills drawn by them the said creditors upon, and accepted by the said A. D., and given to them to secure the payment of their said several and respective debts, which they then might have in their hands, or which they had indorsed or negotiated, (save and except such notes and bills as they might hold as indorsees, and against such notes and bills as they might hold as indorsees, they did each of them agree to indemnify the said A. D., and which said bills and notes are more particularly mentioned and described in the said schedule hereunder written, or hereunto annexed, marked letter B.; and further, that they and each of them would sign a petition to the right honourable the lord high chancellor of Great Britain, to supersede the said commission of bankruptcy, and that they and each of them, their executors, administrators, and copartner, would execute and deliver to him the said A. D., his executors and administrators, a general release of the said several debts so to be respectively due and owing to them as aforesaid; and it was thereby further agreed by and between the said parties thereto, that the said release should contain a proviso, that if all or any of the said acceptances of the said R. A. K., so to be given as aforesaid, should not be paid when and as they became due and payable, the same having been first lawfully demanded, then the said release, and every clause therein contained, as to or against the person or persons to whom such default should be made, should be utterly void; and it was thereby further agreed by and between the said parties thereto, that the said S. C. (trustee) should hold all the said notes and bills of the said A. D., so to be deposited with him as aforesaid, upon trust that if all the said acceptances of the said R. A. K., so to be given as aforesaid, were paid when and as they became due, to deliver the said notes and bills so to be deposited as aforesaid to the said A. D., and upon further trust, that if any or either of the said acceptances of the said R. A. K., so to be given as aforesaid, should not be paid when and as they became due and payable, the same having been lawfully demanded, then and in such case to deliver the said notes and bills so deposited as aforesaid to the party or parties who should have deposited the same, and being the holder of the acceptance of the said R. A. K. so given as aforesaid, and so dishonoured as aforesaid. And whereas in pursuance of the said recited agreement, he the said A. D. hath, on the day of the date of these presents, well and truly delivered unto or into the hands of the said several persons, parties hereto of the first and third parts, the several bills of exchange drawn by the said A. D. upon, and accepted by the said R. A. K., bearing date the 15th day of August now last past, hereinafter in the schedule hereunder written or hereunto annexed, marked letter C., more particularly mentioned and described, being for the payment of five shillings in the pound rateably, according to the said several debts as aforesaid mentioned, so to be due and owing, and set opposite to the names of the said several creditors to whom the said bills of exchange have been given, and according to the tenor and effect of the said recited agreement, as they the said several persons, creditors of the said A. D., parties hereto of the first and third parts, do and each of them doth hereby acknowledge and admit: And whereas also in pursuance of the said recited agreement, they the said

Recital of Delivery to Creditors of the Bills of Surety.

Recital of Creditors agreeing to deliver up Securities to Trustee in trust, &c.

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Covenant for
Payment of Sure-
ty's Bills.

Covenant to ac-
cept such Bills in
Composition and
Satisfaction.

To petition for
Supersedeas.

Assignees assign
over Rights
under Commis-
sion.

several persons, parties hereto of the first and third parts, have this day delivered unto or into the hands of the said S. C. (as such trustee as aforesaid), the several promissory notes and bills of exchange mentioned and described in the said schedule to these presents, marked letter A., as all the said several persons, parties to these presents, do hereby respectively acknowledge, declare, and admit. Now this indenture witnesseth, that in pursuance of the said agreement, and for effectuating the said arrangement in this behalf, and in consideration of the premises, and of the assignment and release hereinafter made and contained, he the said A. D., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said Z. A., &c., and also to and with the said several other persons whose names are hereunder written or hereunto subscribed, as creditors of the said A. D., their several and respective executors, administrators, and assigns, that he the said A. D. and R. A. K., or one of them, their or some or one of their executors or administrators, shall and will well and truly pay, or cause to be paid, the said several bills of exchange hereinafter more particularly mentioned and described in the said schedule marked letter C., at or on the several days or times in the said schedule mentioned for payment thereof, and according to the purport, and tenor, and effect of the said several bills of exchange; and the said Z. A., &c., and the said several other creditors of the said A. D., parties hereto, for themselves and their respective partners, severally and respectively, and for their several and respective heirs, executors, and administrators, and not jointly, or the one for the others of them, or the respective partners of the others of them, but each of them for himself and his own partners, and his and their own heirs, executors, and administrators, do, and each of them doth hereby covenant, promise, and agree to and with the said A. D., his executors, administrators, and assigns, that they the said several creditors, parties to and executing these presents, shall and will accept and take the aforesaid bills of exchange by way of composition or payment of five shillings in the pound of or upon the amount of their several and respective debts, and in full discharge and satisfaction of the said several debts so now due and owing to them respectively as aforesaid; and also shall and will respectively immediately join in any petition or other application to the said court of chancery, to supersede the commission so as aforesaid issued against the said A. D., such application or petition to be made and carried on at the costs and charges of the said A. D. And this indenture further witnesseth, that in further pursuance of the aforesaid agreement, and in consideration of the premises, and also in consideration of ten shillings of lawful money of Great Britain to the said Z. A., &c. in hand paid by the said A. D. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said Z. A., &c. (as such assignees of the said A. D. as aforesaid), at the request and by and with the consent and direction of the said several other creditors parties hereto (testified by their severally and respectively being parties to and sealing and delivering these presents). and also they the said several other creditors, have, and each of them hath bargained, sold, assigned, transferred, and set over, and by these presents do, and each of them doth bargain, sell, assign, transfer, and set over, unto the said A. D., his executors, administrators, and assigns, all and singular the goods, wares, chattels, debts, sum and sums of money, and all other the personal estate whatsoever, which were comprized in and assigned by the said hereinbefore in part recited indenture of the 15th day of July now last past, and all monies which have arisen or may arise therefrom, and all powers, remedies, and means of suing for, receiving, and recovering the said hereby assigned debts and premises, and all other powers incident thereto, and all the estate, right, title, interest, trust, property, benefit,

claim, and demand whatsoever, both at law and in equity, of them the said Z. A. &c. (as such assignees of the said A. D. as aforesaid), and all other the said creditors parties hereto, of, in, to, or out of the premises, or any part thereof, to have and to hold, receive, take, and enjoy the said goods, wares, chattels, debts, sum and sums of money, and effects, and all and singular other the premises hereby assigned, or expressed and intended so to be, with the appurtenances, unto and by the said A. D., his executors, administrators, and assigns, as his and their own proper goods, chattels, and effects for ever. And this indenture further witnesseth, that in consideration of the premises, and in further pursuance of the said recited agreement, they the said Z. A., &c., and the said several other creditors parties hereto of the third part, have, and each and every of them hath remised, released, and for ever quitted claim, and by these presents do, and each and every of them doth remise, release, and for ever quit claim unto the said A. D., his heirs, executors, and administrators, all and all manner of action and actions, suit and suits, notes, bills, bonds, debts, duties, sum and sums of money, judgments, executions, trespasses, claims, and demands whatsoever, both at law and in equity, which they the said several persons, parties hereto of the first and third parts, or any of them, now have or ever had, or which they or any of them, their or any of their heirs, executors, partners, or assigns, shall or may, or otherwise might hereafter have, claim, challenge, or demand against the said A. D., his heirs, executors, or administrators, or their or any of their estate or effects, for or by reason or means of any matter, cause, or thing whatsoever, in respect or on account of the debt or debts to them or any of them respectively due and owing from the said A. D. as aforesaid, from the beginning of the world to the day of the date of these presents: And they the said several creditors of the said A. D., parties hereto, do hereby, for themselves severally and respectively, and for their several and respective heirs, executors, administrators, and assigns, covenant and agree to and with the said A. D., his executors and administrators, to indemnify, defend, and keep harmless him the said A. D., his executors and administrators, and his and their estate and effects, of and from all actions, suits, troubles, attachments, costs, charges, damages, expences, claims, and demands whatsoever, which he or they shall or may at any time or times hereafter sustain or be put or liable unto for or by reason or on account of the non-payment of all or any of the several bills of exchange hereafter in the said schedule hereunder written or hereunto annexed, marked letter B., more particularly mentioned and described: And the said several persons parties hereto of the first and third parts, for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, and their several and respective partners, and not one of them for the other or others of them, but each of them for himself and for his own acts and deeds, executors and administrators, and for the act and deeds of his partner or partners only, do hereby severally and respectively covenant, promise, and agree to and with the said A. D., his executors and administrators, that it shall and may be lawful to and for the said A. D., his executors and administrators, at any time or times hereafter, in case the covenants and agreements herein contained on his part and behalf shall be duly performed, but not otherwise, to plead these presents in bar of all or any action or actions, suit or suits, or other proceedings at law or in equity that shall or may be commenced, instituted, prosecuted, or carried on against him the said A. D., his executors or administrators, or any

Delivery up of Creditors' Securities, and their Claims thereon, to Trustee in trust. (1)

Covenant by Creditors to indemnify Debtor against outstanding Bills.

Proviso that Deed may be pleaded in discharge of Suits brought against Debtor.

(1) As to the effect and necessity of this Clause, see ante, 3 vol. 506.

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Proviso that Release do not extend to other Bills than those mentioned in Schedule annexed.

Trustee's Duty and Trust provided for.

Proviso, that in case of Nonfulfilment of Terms of this Deed, it shall be void.

Proviso that Creditors holding Bills drawn by J. H. (a Bankrupt) shall not, by this Composition, be prejudiced in their Proof of such Bills under J. H.'s Commission.

or either of them, or any attachment that shall or may be made on his estates or effects by the said several parties hereto of the first and third parts, or their respective partner or partners, for or in respect, or on account of the said debt or debts which were due and owing by or from him the said A. D. as aforesaid. Provided always, and it is hereby declared and agreed by and between the said several parties hereto, that these presents, or any thing herein contained, shall not extend, or be deemed, construed, or taken to extend, to release or discharge him the said A. D., his executors or administrators, from any bill or bills, notes, acceptances, or indorsements of the said A. D., held by any or either of the several persons, parties hereto of the first and third parts, other than those mentioned and described in the said several schedules, marked letters A. and B.; but that in case the same shall not be duly paid by the person or persons accepting the same, the said A. D., his executors and administrators, shall still remain liable for and subject to the payment thereof: And it is hereby declared and agreed by and between the said several parties to these presents, and particularly by and on the part and behalf of the said S. C., and the said S. C. for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree to and with the said several other parties to these presents, their respective executors, administrators, and assigns, that he the said S. C., his executors, administrators, and assigns, shall and will stand possessed of the said bills of exchange and promissory notes mentioned and described in the said schedule marked letter A., and which have been so as aforesaid, on the day of the date of these presents, delivered to and deposited with the said S. C., upon the trusts and to and for the intents and purposes hereafter expressed and declared of and concerning the same, (that is to say,) upon trust that if all the said acceptances of the said R. A. K., so given as aforesaid, are duly paid when and as they shall respectively become due, then and in such case that he the said S. C., his executors, administrators, and assigns, shall immediately deliver the said notes and bills so deposited as aforesaid to the said A. D., his executors or administrators; and upon further trust, that if any or either of the said acceptances of the said R. A. K., so to be given as aforesaid, shall not be so paid when and as they shall respectively become due and payable, the same having been lawfully demanded, then and in every such case upon trust that he the said S. C., his executors, administrators, or assigns, shall forthwith deliver the said notes and bills so deposited as aforesaid to the party or parties who shall have deposited the same with him, and being the holder of the acceptance of the said R. A. K. so given as aforesaid, and so dishonoured as aforesaid: Provided always nevertheless, that if all or any of the said bills and acceptances of the said A. D. and R. A. K., so given as aforesaid, and mentioned and described in the said schedule marked letter C., shall not be paid when and as they become due and payable, the same having been first lawfully demanded, then and in such case the said release, and every clause therein contained, as to or against the person or persons to whom such default shall be made, shall be utterly void and of no effect, but otherwise shall remain and continue in full force and virtue: And the said Z. A., &c., (as such assignees of the said J. H., bankrupt as aforesaid), for themselves severally and respectively, and for their several and respective heirs, executors, administrators, and assigns, do and each of them doth hereby covenant, promise, and agree to and with the said several creditors of the said A. D., parties hereto, who may be the holders of any bill or bills of exchange drawn by the said J. H. upon and accepted by the said A. D. that they, the said creditors of the said A. D., as last aforesaid, may accept and take the said composition of five shillings in the

pound as aforesaid, without prejudice to their, the said creditors of the said A. D., proving their debts and receiving dividends against the said J. H.; and they do also in like manner hereby covenant, promise, and agree to and with the said A. D., his executors, administrators, and assigns, to indemnify the said A. D., his executors and administrators, and his and their estate and effects, of and from all manner of claims or demands which may be brought against the said A. D. in consequence of the said creditors of him the said A. D., as last aforesaid, so receiving such dividends from the estate of the said J. H. as aforesaid. In witness, &c.

SCHEDULES.

A.—Bills deposited with trustee.

B.—Bills not deposited, but for which creditors indemnify.

C.—Bills given for the composition of five shillings in the pound.

To all, &c. We, who have hereunto set our hands and seals, creditors of J. B., late of, &c., send greeting: Whereas the said J. B. oweth and is indebted to us, his said creditors, in several sums of money which he is not able fully to satisfy: We therefore have agreed and do hereby agree to accept of the sum of £—— of lawful, &c., in full satisfaction of all the debts owing to us respectively at the sealing hereof by and from the said J. B., which is paid by or for the said J. B. to C. and D., or one of them, creditors also of the said J. B., for the use and to the intent that the same may be shared and divided amongst us, his said creditors, according to the debts to us severally due and owing. Now therefore know ye, that for the consideration aforesaid each of us, the said creditors, who have hereunto set our hands and seals, for him and herself, his and her heirs, executors, and copartners, doth by these presents remise, release, and for ever discharge the said J. B., his heirs, executors, and administrators, of and from all and all manner of action and actions, &c. which against the said J. B. each and every of us his said creditors now hath, or which each and every of our heirs, executors, or administrators respectively hereafter may, can, or ought to have, claim, or demand, for, upon, or by reason of our several and respective debts to us severally due and owing, or for or by reason of any other matter, cause, or thing whatsoever, from the beginning of the world, &c.

Release from
Creditors to a
Debtor, upon
compounding his
Debts. (1)

This indenture, &c. between A. of the one part, and B. of, &c. of the other part, (recite) debt. And whereas the said A. being at present unable to pay the said sum of £——, hath offered and proposed to secure the payment thereof in the manner hereafter mentioned, with interest for the same after the rate, at the times, and in the manner hereafter expressed. Now this indenture witnesseth, that in pursuance of the said offer and proposal and in consideration of the premises, he the said A. doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said B., his executors, administrators, and assigns, by these presents, that he the said A., his heirs, executors, or administrators, shall and will well and truly pay or cause to be paid unto the said B.,

Deed to secure
a Debt by the
Personal Cove-
nant of Debtor,
with Power for
Creditors to in-
sure Debtor's
Life. (2)

Agreement.

Covenant to pay
the Debt.

(1) Montefiore, 401.

(2) Mr. C.'s MS. Precedents, vol. 2, 191.

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Power for B. to
insure A.'s Life.

A. to appear at
Insurance
Offices.

Not to leave
the Kingdom
without Notice.

A. to pay on
Demand the
Costs of the
Insurance.

his executors, administrators, or assigns, the said principal sum of £—— by the instalments following; (that is to say) the sum of £—— of lawful English money on the —— day of —— which will be in the year of our Lord ——, the sum of £—— of like lawful money on the —— day of ——, which will be in the year of our Lord ——, and the sum of £——, (being the remaining third part of the said sum of £——) on the —— day of —— which will be in the year of our Lord ——; and also shall and will well and truly pay or cause to be paid unto the said B., his executors, administrators, or assigns, interest after the rate of £5 for every £100 by the year, for the said sum of £——, or for so much thereof as shall from time to time and for the time being remain due and owing, by two equal half-yearly payments, on the —— day of —— and the —— day of —— in every year, without making any deduction or abatement whatsoever out of the said principal monies and interest, or any part thereof respectively, for any present or future taxes or impositions, or other cause, matter, or thing whatsoever: And this indenture further witnesseth, that in further pursuance of the said offer and proposal, and in further consideration of the premises, the said A. doth for himself, his heirs, executors, and administrators, further covenant, promise, and agree with and to the said B., his heirs, executors, and administrators, by these presents, in manner following; that is to say, that it shall and may be lawful to and for the said B., his executors, administrators, or assigns, from time to time and at all times hereafter, during so long time as any money shall remain due and owing on this present security, to effect a policy or policies of assurance on the life of him the said A., for any sum or sums of money not exceeding in the whole the sum of £——, and from time to time during the life of the said A., so long as any money shall remain due and owing on this present security, to keep on foot and renew such policy or policies of assurance respectively, but with power, in case he or they shall think the same expedient, from time to time, when and as any instalment or instalments of the said principal sum of £—— shall be paid by the said A. [by and with the consent in writing of the said A.] to reduce the amount of such assurance or assurances accordingly: And that the said A. shall and will at any time or times hereafter, so long as money shall remain due and owing on this present security, at the request and desire of the said B., his executors, administrators, or assigns, appear in person as often as there may be occasion for so doing (on having proper and reasonable notice requiring him so to do) at any office or place of insurance within the cities of London or Westminster, and send to the said B., his executors, administrators, or assigns, notice of the place of abode of him the said A. from time to time, and such vouchers and other documents as the insurance office or offices may require respecting the state of his health from time to time, in order that the said B., his executors, administrators, or assigns (if they shall think fit) may effect, keep on foot, or renew such policy or policies of assurance on the life of him the said A. as aforesaid: And also that he the said A. shall not nor will, at any time hereafter, depart from or leave this kingdom, or go or travel on the seas, nor reside in foreign parts, without giving every time due notice in writing to the said B., his executors, administrators, or assigns, of his intention to do so, in order to enable the said B., his executors, administrators, and assigns, to make known the same at the office or offices of insurance where the life of the said A. shall or may be insured, so that the additional premium or premiums to be incurred thereby from time to time, for the purpose of keeping on foot such policy or policies of assurance, may be paid unto the office or offices where the life of the said A. may, for the time being, be so assured as aforesaid: And further, that he the said A., his

heirs, executors, or administrators, shall and will, from time to time and at all times hereafter, on demand, well and truly pay or cause to be paid unto the said B., his executors, administrators, or assigns, all premium and premiums, duty and duties, and other sum and sums of money whatsoever, as he the said B. his executors, administrators, or assigns, shall or may at any time or times advance or pay for effecting or keeping on foot any such policy or policies of assurance as aforesaid, (including such additional premium or premiums as shall or may become payable by reason of the said A. departing from or leaving this kingdom, or going or travelling on the seas, or residing in foreign parts as aforesaid, and any fine or fines or other sum or sums of money which may be required by such insurance office in consequence of their dispensing with the personal attendance of the said A. or otherwise) with interest for the same respectively, after the rate of £5 per cent. per annum, from the time or respective times of advancing or paying the same respectively; and it is hereby agreed and declared by and between the parties to these presents, that the said B., his executors, administrators, or assigns, shall stand and be possessed of and interested in all and every the sum or sums of money to become due and payable by virtue of or under any policy or policies of assurance to be effected as aforesaid. Upon trust that he the said B. his executors, administrators, or assigns, do and shall in the first place, by and out of the same, retain, pay, and satisfy all the expences (if any) which shall be incurred by him or them in receiving or recovering such sum or sums of money, or otherwise in or about the execution of the trusts hereby declared; and do and shall in the next place, by and out of the same, retain, pay, and discharge the said of £ ———, or such part thereof as shall remain unpaid, and all interest which shall be due for the same, and all and every sum and sums of money (if any) which shall or may be paid or advanced by the said B., his executors, administrators, or assigns, for effecting and keeping on foot any such policy or policies of assurance as aforesaid, and all interest for the same respectively, or which shall otherwise be due or owing upon the security intended to be made by these presents; and do and shall render and pay all the surplus (if any) which shall remain of the said monies, after answering and satisfying the trusts and purposes aforesaid, to the executors or administrators of the said A., to be by them paid and applied as part of the personal estate and effects of the said A., in a due course of administration according to law; and the said A. doth hereby, for himself, his heirs, executors, and administrators, further covenant, promise, and agree with and to the said B., his executors, administrators, and assigns, that if he the said A. shall at any time or times hereafter, during so long time as any money shall remain due and owing upon or by virtue of this present security, depart from or leave this kingdom, or go to travel on the seas, or reside in foreign parts, then and in every such case he the said A. shall and will, previously thereto, deposit with the said B., his executors, administrators, or assigns, as a further security for the principal monies and interest intended to be secured by these presents, all the articles of ——— and ———, lately sold by the said B. to the said A. for the sum of £ ———, or other articles of ——— of equal value; and further, that if the said A., his heirs, executors, or administrators, shall make default in payment of the said sum of £ ——— and interest, by the instalments and in manner hereinbefore mentioned and appointed for the payment thereof respectively, then and in such case he the said A., or his heirs, shall and will, at his or their own proper costs and charges, well and effectually, and to the satisfaction of the said B., his executors, administrators, or assigns, or his or their counsel, charge and make chargeable all the real estates which he the said A. now is or at any time hereafter during his life, and

B. to be possessed of the Money received by the Assignees,

to pay Costs,

to satisfy his own Debt.

Surplus to Executors of A.

A. to give further Security if he leaves the Kingdom.

In case of Default, to mortgage Real Estates.

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while any part of the said principal monies and interest hereby secured shall remain due and owing, shall become entitled to, with and for the payment of all the principal monies and interest intended to be secured by these presents: Provided always, and it is hereby agreed and declared, that the present indenture shall not be a security to the said B., his executors, administrators, or assigns, for any greater sum of money in the whole than the sum of £ ——— of lawful English money.. In witness, &c.

Assignment in
Trust in a com-
prehensive
Form. (1)

Merchants,
first Part.

Creditors,
second Part.

Trustees,
third Part.

Recites that
Merchants are
indebted;

and sets forth
Schedule of their
Effects, and Debts
due to them;

and having met
with great Losses,
are unable to pay
Creditors;

therefore,
propose to assign
over their
Property.

Consideration.

Assignment.

This indenture tripartite, made, &c. between A. B. and J. P. of London, merchants and partners, of the first part; W. H. of, &c., and T. C. of, &c., esquires, executors of the last will and testament of R. C., late of, &c., merchant, deceased, J. C. of, &c., G. W. of, &c., W. L. of, &c. &c. &c., creditors of the said A. B. and J. B., of the second part; and S. B. of London, merchant, of the third part: Whereas the said A. B. and J. P. stand indebted to their said creditors, parties hereto, in several considerable sums of money: And whereas the said A. B. and J. P. are possessed of and entitled unto the several household goods, goods in trade, wares, and merchandizes mentioned in the first schedule hereunder written, and there are divers debts and sums of money due and owing unto the said A. B. and J. P. from sundry persons, the particulars whereof, and also the persons' names from whom the same are respectively owing, are mentioned and set down in the second schedule hereunder written: And whereas the said A. B. and J. P., having met with great losses and misfortunes in their trade, and great part of their effects being detained in parts beyond the seas, are thereby rendered unable to pay their several creditors, parties hereto, their debts now due and owing unto them, though willing and desirous to pay and satisfy the same, when and so soon as their affairs and circumstances will permit, have offered and proposed to their said creditors, who are parties to these presents, to assign, convey, and make over, for their use and benefit, the said several household goods, goods in trade, wares, and merchandizes in the first schedule mentioned, and the said debts or sums of money in the said second schedule mentioned, and all other the goods, chattels, debts, estate, and effects whatsoever, which they the said A. B. and J. P., or either of them, is or are possessed of or entitled unto in manner herein-after mentioned and declared: And they the said creditors, parties hereto, considering the present circumstances, and the posture and the situation of the affairs of the said A. B. and J. P., and to prevent as much as may be the diminishing their estate in pursuing rigorous means for the recovery of their said debts, have accepted, and do hereby agree to accept, of their said offer and proposal, subject, nevertheless, to the provisos and agreements herein-after mentioned: Now this indenture witnesseth, that the said A. B. and J. P., in pursuance of the said agreement, and for and in consideration of the sum of ten shillings of lawful money of Great Britain to them the said A. B. and J. P., or one of them, in hand well and truly paid by the said S. B., at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other the considerations herein contained, have, and each of them hath, by and with the consent, and at the nomination of the said several creditors, parties hereto, testified by their sealing and delivering of these presents, granted, bargained, delivered, assigned, transferred, and set over, and by these presents do, and each of them doth, grant, bargain, deliver, assign, transfer, and set over, unto the said S. B., his executors,

administrators, and assigns, all and singular the said household goods, goods in trade, wares, merchandizes, and debts mentioned and expressed in the said schedules hereunder written, and all notes, books, and papers of account, and other writings, touching and concerning the same, or any part thereof, and also all other the goods, chattels, wares, and merchandizes, monies, debts, effects, and estate of them the said A. B. and J. P., or either of them, whatsoever and wherever, or in or to which they or either of them are any ways interested or entitled; to have, hold, receive, and enjoy all and singular the said household goods, goods in trade, wares, merchandizes, debts, or sums of money, and all other the premises by these presents mentioned or intended to be bargained, sold, and assigned unto the said S. B., his executors, administrators, and assigns, as for his own proper goods, monies, and estates, upon trust, and to and for the intents and purposes herein-after mentioned and declared concerning the same; that is to say, upon this special trust and confidence, that he the said S. B., his executors and administrators, do and shall sell and dispose of all the said goods in trade, wares, and merchandizes hereby assigned, for such price or prices as can be reasonably had for the same, and do and shall, by such lawful ways and means as he the said S. B., his executors or administrators, in his or their discretion shall think fit, get in and receive the several debts or sums of money, and all other the premises hereby assigned, or mentioned or intended so to be; and upon this further trust, that the said S. B., his executors or administrators, do and shall pay and divide all the clear monies which shall be raised and received, or received of or by the said goods in trade, wares, merchandizes, debts, or sums of money and premises hereby mentioned and intended to be assigned, unto and amongst the said several creditors of the said A. B. and J. P., parties hereto who shall have executed these presents within four calendar months from the date hereof, towards satisfaction of their several and respective debts, proportionably and according to a pound rate of such debts, so far as the same assigned premises, or the produce thereof, will extend to satisfy, after a deduction of the charges and expences of or in the selling, disposing of, recovering, and getting in of the same, or any part thereof, together with the same commission and allowances as are usual and customary amongst merchants trading to and from ———: And it is hereby declared and agreed by and between all the said parties to these presents, that the receipt or receipts, assignments, or discharge of him the said S. B., his executors or administrators, of or for any of the said hereby mentioned or intended to be assigned premises, shall be a full and effectual receipt, assignment, or discharge to the person or persons to whom the same shall be given: And that it shall and may be lawful to and for the said S. B., his executors or administrators, to sell and dispose of the said household goods, goods in trade, wares, merchandizes, effects, and estate hereby assigned, every or any part thereof, at such price or prices as he or they can get for the same, and from time to time to make, or cause to be made, such insurance or insurances of the said trust estate hereby assigned, or any part thereof, as he or they shall think proper and necessary, and to deduct the premium of such insurance or insurances: And it is further agreed by and between all the said parties to these presents, that he the said S. B., his executors or administrators, shall not be chargeable or accountable for any more monies, goods, wares, merchandizes, or effects than what he or they shall actually receive by virtue of these presents, nor liable to make good any insolvency losses that shall happen in the management, sale, or disposal of the said trust estate and premises hereby assigned, without the wilful neglect or default of him the said S. B., his executors or administrators: And the better to enable the said S. B., his executors and administrators, to recover and receive all

Habendum.

To Trustee.

Upon Trust to
dispose of Goods,
collect in Debts,

and divide the
Produce among
Creditors.

Trustee's Re-
ceipt a sufficient
Discharge to
Purchasers of
Goods;

and to make
Insurances.

Trustee not to
account for more
than received.

Power of Attor-
ney from Credi-
tors to Trustee.

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Covenant, no
Act done to in-
cumber Estate.

Merchants to
assist in the
Accounts.

and singular the said assigned debts and sums of money for the purposes aforesaid, they the said A. B. and J. P., by and with the consent and direction of the said several creditors, parties hereto, testified as aforesaid, have, and each of them hath made, constituted, and appointed, and by these presents do, and each of them doth make, constitute, and appoint the said S. B., his executors and administrators, their and each of their true and lawful attorney and attorneys, irrevocable, in their or either of their names, place, or stead, but to and for the uses and purposes aforesaid, to demand, sue for, recover, and receive of and from the said several persons in the said second schedule mentioned, and also of and from all and every other person or persons whom it doth, shall, or may concern, or who are indebted to them the said A. B. and J. P., or either of them, on any account whatsoever, all and every the goods, wares, and merchandizes, debts, or sums of money, and other the premises hereby assigned, or mentioned or intended so to be; and upon receipt of the same, or any part thereof, to give such acquittances, releases, or other discharges as shall be necessary; and in case of refusal or delay of payment or delivery, him or them to compel thereunto, by all lawful ways and means whatsoever; and also to make any end, composition, or agreement of or for the same, or any part thereof, by arbitration or otherwise howsoever, as he the said S. B., his executors or administrators, shall think fit; and also to settle and adjust all and every or any account or accounts with such person or persons in relation to the premises, and generally in and concerning the premises, and the dependencies thereof, to do, perform, and execute all such acts, matters, and things as shall be requisite or necessary for the recovering and receiving all the said hereby assigned debts or sums of money, and other the premises aforesaid, or any part thereof, as fully and effectually, to all intents, constructions, and purposes, as they the said A. B. and J. P., or either of them, might or could do if personally present, and these presents had not been made, the said A. B. and J. P., and each of them, ratifying, allowing, and confirming all and whatsoever the said S. B., his executors or administrators, shall lawfully do or cause to be done by virtue of these presents: And the said A. B. and J. P., for themselves severally and respectively, and for their several and respective executors and administrators, do, and each of them doth, covenant, promise, grant, and agree to and with the said S. B., his executors and administrators, by these presents, in manner and form following; (that is to say), that they the said A. B. and J. P. have not, nor hath either of them, at any time or times heretofore, assigned, incumbered, received, released, or discharged all or any part of the said hereby assigned goods, wares, merchandizes, debts, or premises; and neither that they, nor either of them, their nor either of their executors or administrators, shall nor will, at any time or times hereafter, assign, incumber, receive, release, or discharge the same, or any part thereof, nor revoke the authority hereby given, nor disown, release, nor discontinue any action or suit to be brought or commenced pursuant thereto, nor do nor suffer any act, matter, or thing whatsoever, whereby or by reason whereof the said S. B., his executors or administrators, shall or may be hindered, obstructed, or prevented in or from the recovery or receiving all or any of the goods, wares, merchandizes, debts, or sums of money, or other the premises hereby assigned, or any part thereof, or such other satisfaction as can or may be had or obtained for the same: And further, that they the said A. B. and J. P., and each of them, their and each of their executors and administrators, shall and will, upon every reasonable request to him or them made by the said S. B., his executors or administrators, attend him or them at such place or places, and time or times, as he or they shall require, and then and there aid and assist him the said S. B., his executors or administrators, in the

stating or making out all such accounts or account as relate to or concern the said trust estate and premises hereby assigned ; and also shall and will, from time to time, and at all times hereafter, at the request, costs, and charges of the said creditors, parties hereto, or the major part of them, make, do, perform, and execute any further or other reasonable act, matter, or thing whatsoever, for the ratifying, confirming, and strengthening these presents, and of the aforesaid trusts, and for the assuring and further and more perfect assigning and making over the aforesaid household goods, goods, wares, merchandizes, debts, or sums of money, and all other the premises hereby mentioned or intended to be assigned unto the said S. B., and for the proving the same debts by oath or otherwise, and for the better and more perfect and effectual enabling him the said S. B., his executors or administrators, to recover, get in, and receive the same, every or any part thereof, to and for the uses and purposes aforesaid, as the said S. B., his executors or administrators, shall from time to time require : Provided always, and it is hereby covenanted, declared, and agreed, by and between all the said parties to these presents, that it shall and may be lawful to and for the said S. B., his executors and administrators, from time to time, out of the monies which shall by him or them be raised or received out of or from the said assigned premises, to deduct and take to him and themselves all such costs, charges, and expences which he or they shall expend or be put unto in the execution, defence, or management of the trusts hereby in him or them reposed, together with the same considerations and allowances as are usual and customary amongst merchants trading to and from ——— : And also, that in case the said S. B. shall happen to depart this life possessed of any part of the trust estate or money, that then and in such case the said creditors, parties to these presents, their executors or administrators, or the major part of them, shall or may, by writing under their hands, or the hands of the major part of them, nominate and appoint some other fit person or persons to be trustee or trustees of or for the premises, in the place and stead of the said S. B. ; and upon such nomination and appointment, and notice thereof unto the executors or administrators of the said S. B., by delivering unto them such writing as aforesaid, the said executors or administrators of the said S. B. shall, at the costs and charges of the said creditors, deliver, assign, and convey all and singular the said trust estate and premises unto such new trustee or trustees, in such manner as the said creditors, parties to these presents, their executors or administrators, or the major part of them, shall direct and appoint as aforesaid, subject to the trusts hereinbefore mentioned and declared, and to such other covenants, conditions, and agreements as shall be agreed upon by and between the said parties, or the major part of them, and such other trustee or trustees so to be nominated and appointed as aforesaid ; and immediately from and after such delivery, assignment, and conveyance, the executors or administrators of the said S. B. shall not be any further answerable or accountable for the same trust estate and premises, or any part thereof : And the said S. B., for himself, his heirs, executors, and administrators, and for every of them, doth hereby covenant, promise, and agree, to and with the said A. B. and J. P., and each of them, their and each of their executors and administrators, and to and with the several creditors of the said A. B. and J. P., parties to these presents, in manner and form following ; (that is to say), that he the said S. B. doth accept of the trust hereby reposed in him, and he the said S. B., his executors and administrators, shall and will honestly and truly execute the same, to the best of his and their power, and shall and will, at the request of the said creditors, parties to these presents, or the major part of them, account with them touching the said trust, and shall and will make a just and faithful distribution of all such sum or sums of

Trustee to reimburse himself ;

and in case of Death of Trustee Creditors to choose another.

Covenant on the Part of Trustees to perform the Trust.

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Considerations.

Creditors Release to Merchants all Actions, Debts, &c.

Proviso, that in case Merchants are possessed of more Property than set forth, these presents to be void.

Proviso, that in case any Creditors refuse to come in within ——— Months not to be benefited.

money as he or they shall receive by virtue of these presents, after such deductions as are herein-before and after mentioned, unto and amongst the said several creditors of the said A. B. and J. P., parties hereto, according to the true intent and meaning of these presents, such creditor or creditors first making affidavit or affirmation of his or their respective debts before one of the masters of the high court of chancery, in such manner as in the proviso herein-after mentioned and expressed. And this indenture further witnesseth, that the said several creditors of the said A. B. and J. P., parties to these presents, for the considerations aforesaid, and for divers other good causes and considerations them thereunto moving, have, for themselves severally, and for their several and respective partners and assigns, remised, released, and for ever quit claimed, and by these presents do, and each and every of them doth remise, release, and for ever quit claim unto the said A. B. and J. P., and each of them, their heirs, executors, and administrators, and every of them, all and all manner of action and actions, cause and causes of action, suits, debts, sum and sums of money, extents, executions, judgments, bonds, bills, notes, accounts, reckonings, trespasses, claims, and demands whatsoever, both at law and in equity, or otherwise howsoever, which against them the said A. B. and J. P., or either of them, they the said creditors, parties to these presents, or their several and respective executors, administrators, partners, and assigns, or any of them, now have or ever had or are entitled unto, or shall or may at any time or times hereafter, have, claim, challenge, or demand against the said A. B. and J. P., or either of them, their or either of their executors or administrators, for or in respect or by reason or means of any act, matter, cause, or thing whatsoever, from the beginning of the world unto the day next before the date of these presents, the assignment hereby made, and the several trusts, agreements, covenants, provisos, matters, and things herein contained, foreprised and excepted: Provided always nevertheless, and it is hereby declared and agreed to be the true intent and meaning of these presents, and of all the said parties hereto, that in case the said creditors, parties hereto, or any of them, shall at any time or times hereafter, either by the confession of the said A. B. and J. P., or either of them, or otherwise, make appear or prove that the said A. B. and J. P., or either of them, was or were, on the day of the date of these presents, possessed of, interested in, and entitled unto any other goods, debts, effects, or estate, (their wearing apparel excepted), to the amount or value of fifty pounds, or upwards, besides what are mentioned or referred to in the said schedule hereunder written, that then the said A. B. and J. P., or either of them, their or either of their executors or administrators, shall have no benefit or advantage whatsoever from or by these presents, or of or from any release or releases to them or either of them given or agreed unto by their said creditors, or any of them, but the release hereby given, and all the covenants and agreements herein contained, for the benefit of the said A. B. and J. P., or either of them, shall in such case be absolutely void to all intents and purposes, any thing herein-before contained to the contrary thereof in anywise notwithstanding: Provided also, and it is the true intent and meaning of these presents, that if all the creditors of the said A. B. and J. P., parties to these presents, shall not come in and execute these presents within the time or space of ——— calendar months from the day of the date of these presents, that then such creditor or creditors refusing or neglecting to execute the same shall not be entitled to any distribution, benefit, or advantage whatsoever by virtue of these presents, but be therefrom absolutely excluded; and in such case or cases happening, the part or parts, proportion or proportions of the premises hereby assigned, or the produce thereof which such creditor or creditors would be entitled to have or receive by virtue of these presents, in case he or they had executed the

same within the time aforesaid, shall be paid over into the proper hands of the said A. B. and J. P., their executors or administrators, or to such other person or persons as they shall in that behalf nominate or appoint, by any note or writing to be by them subscribed in the presence of two or more credible witnesses, this indenture, or any thing herein-before contained to the contrary thereof in anywise notwithstanding: Provided also, and it is hereby expressly agreed by and between all the said parties to these presents, that the said A. B. and J. P. shall be allowed the sum of five pounds per cent. out of the net produce of all their estate hereby assigned, which shall be paid them by the said S. B., his executors or administrators, or their assignee or assigns, any thing herein-before contained to the contrary thereof in anywise notwithstanding: Provided also, and it is hereby further agreed, by and between all the said parties to these presents, that it shall and may be lawful to and for the said S. B., his executors and administrators, to pay and discharge, out of the said trust estate hereby assigned, all such sum and sums of money, as now is and are and will be due for the rent and taxes of the dwelling-house of the said A. B. and J. P. at ——— day next ensuing the date hereof, and for their servants' wages, and also for the costs and charges in defending three several suits, brought by the said R. P., J. H., and J. W. against the said A. B. and J. P. and in perfecting three parts of these presents; and also, to pay and discharge, out of the said trust estate hereby assigned, such of the creditors of the said A. B. and J. P. whose debt or debts do not amount to the sum of ten pounds a-piece, and so as such debts so to be paid by the said S. B., his executors or administrators, out of the said trust estate, do not exceed in the whole the sum of one hundred and fifty pounds: Provided also, and it is hereby mutually covenanted, declared, and agreed by and between all the said parties to these presents, that no dividend or distribution shall be made by the said S. B. of any part of the premises and debts hereby assigned, or the produce thereof, to or amongst any of the creditors, parties to these presents, until such creditor shall respectively have made an affidavit or affirmation, before one of the masters of the high court of chancery, that the debts which they shall severally claim to be due to them respectively from the said A. B. and J. P. were really and justly due and owing before the day of the date of these presents, and of what security or securities such creditor or creditors respectively have for the same and that the same were given and entered into for a just and valuable consideration: And it is hereby agreed by and between the said parties to these presents, that when the said creditors, parties hereto, shall have received the whole of their several and respective debts to them due and owing from or out of the produce of the hereby assigned premises, and after deduction and payment of all costs and charges and commission as aforesaid, the said S. B. shall and will account for, deliver up, and pay unto the said A. B. and J. P., their executors, administrators, or assigns, the overplus or remainder of the goods, wares, merchandizes, monies, and effects whatsoever, which shall be by him raised or received by or from the said assigned premises. In witness, &c.

Merchants to be allowed five per cent.

Proviso for Payment of Merchants' Rent and Taxes.

Proviso, no Creditor to receive Dividends until Affidavit made of his Debt.

Remainder of Property, after Payment of Debts, to be paid to Bankrupts.

This indenture of three parts, made, &c. between J. B. and J. H., both late of ——— in the island of Jamaica, but now of, &c., merchants and copartners, of the first part, J. R. of, &c., J. H. of, &c., and E. L. of, &c., creditors of the said J. B. and J. H., of the second part, and J. W. of, &c., and W. D. of, &c., and the several other persons whose hands and seals are hereunto subscribed and affixed, creditors also of the said J. B. and J. H.

Assignment of Real and Personal Estates for the Benefit of Creditors, containing many useful Clauses. (1).

(1) Montefiore, 43.

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Recites that B.
and H. are in-
debted to W.
and D. in divers
Sums on account
of Bills of Ex-
change.

And in other
Monies.

That they are
also indebted to
the other Par-
ties in the Sums
set opposite their
Names.

That being
unable to pay,
they have agreed
to assign Real
and Personal
Estates in trust
for themselves
and the other
Creditors.

Reciting that
W. and D. have
agreed to relin-
quish divers
specific Securi-
ties, and to put
themselves upon
a footing with
the other Cre-
ditors.

Retaining —
the amount of a
Cargo consigned
to them.

And being paid
the Money re-
ceived by B.
and H. on ac-
count of the
Bills.

of the third part: Whereas the said J. B. and J. H. are justly and truly indebted to the said J. W. and W. D. in divers sums of money received by them the said J. B. and J. H. on account of divers bills of exchange (part of a greater number of, bills of exchange), drawn by divers merchants in ——— and elsewhere, and which on their being refused to be accepted or paid, they the said J. W. and W. D. bought up (as is often done in such cases) and transmitted to them the said J. B. and J. H., in order to procure or obtain payment or satisfaction thereon, for and on the behalf of them the said J. W. and W. D., together with interest, damage, and costs, according to the custom of Jamaica, for which purpose they the said J. B. and J. H. were vested with all proper powers: And whereas the said J. B. and J. H. are also justly indebted to them the said J. W. and W. D. to a very considerable amount on other accounts: And whereas the said J. B. and J. H. are also indebted to the said J. B. and J. H. and E. L., and to the several persons, parties to these presents, in the several sums of lawful money of Great Britain in the schedule hereunder written and set opposite to their respective names: And whereas the said J. B. and J. H., being at present unable to pay the whole of such debts, have agreed to convey and assign all their real and personal estates whatsoever, as well such as they are entitled to on their respective separate accounts, as such as belong to them on their joint accounts, unto and to the use of the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns respectively, according to the nature and quality thereof, in trust for themselves and the rest of the creditors aforesaid, in such manner as hereinafter is mentioned: And whereas in consideration that the said J. W. and W. D. have agreed to give up and relinquish specific securities for part of the money due and owing to them from the said J. B. and J. H., consisting of a mortgage in fee of divers pieces or parcels, &c., situate, &c. in America, the separate estate of the said J. B., made by certain indentures of lease and release, bearing date respectively the ——— and ——— day of ——— now last past, and made or mentioned to be made between the said J. B. of the one part, and the said J. W. of the other part (the name of the said J. W. being made use of as well in trust for the said W. D. as for himself), and an assignment by way of mortgage of a ship or vessel called the ———, whereof ——— is master, and also of sundry negro and mulatto slaves and several outstanding debts, made by a certain indenture also bearing date the ——— day of ——— now last past, and made or mentioned to be made between, &c., and also all interest henceforth to grow due on the said securities respectively (subject nevertheless to the proviso hereinafter contained for making void the agreement hereinafter mentioned), which securities would give them the said J. W. and W. D. an advantage over the rest of the creditors aforesaid; it hath been agreed by and amongst all the parties to these presents, that the said J. W. and W. D. shall retain the sum of £—— of lawful money of Great Britain, being the net produce and amount (after a deduction of all usual charges and expences) of a cargo consisting of ——— lately consigned to them by the said J. B. and J. H. in part satisfaction of the sum of £——, the money due and owing to them over and besides what shall appear to be due upon the said bill account as aforesaid, which reduces the same to the sum of £——; and the said J. W. and W. D. shall be paid the whole amount of the money received by the said J. B. and J. H. on account of the said bills of exchange, and that the residue of such bills of exchange remaining unpaid shall be sent back to the said J. W. and W. D., or delivered up to their agents at Jamaica duly authorized for that purpose; and it hath been further agreed by and amongst the said parties to these presents, that all interest due on the debts mentioned in the said

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Interest for
Debts to cease.

Recites that B.
is entitled to a
Real Estate,
subsequent to
said Mortgage
to W. in trust
for himself
and D.

Indenture wit-
nesseth that in
consideration of
10s. B. releases.

Premises.

Habendum to
R. H. L.

All their Per-
sonal Property.

Habendum to
R. H. and L.,
their executors,
administrators,
and assigns.

Declaration that
they or their
Heirs will stand
seized of the
Freehold.

schedules as carry interest shall henceforth cease (subject, nevertheless, to the proviso hereinafter mentioned for making void the agreements hereinafter contained): And whereas the said J. B. is seized of or well entitled to a good estate of inheritance in fee simple of and in the said pieces or parcels, &c., subject to the said mortgage thereof to the said J. W., in trust for himself and the said W. D.: Now this indenture witnesseth, that in pursuance and part performance of the said agreements, and in order to raise and establish a fund for the payment of the debts aforesaid, and for and in consideration of the sum of ten shillings of &c., by the said J. R., J. H., and E. L., to the said J. B. in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, he the said J. B. hath bargained, sold, aliened, released, and confirmed, and by these presents doth bargain, sell, alien, release, and confirm unto the said J. R., J. H., and E. L., in their actual possession, now being by virtue of a bargain and sale for one whole year to them thereof made by the said J. B., by indenture bearing date the day next before the day of the date of these presents, and by force of the statute for transferring uses into possession, and to their heirs, all &c., and the reversion and reversions, remainder and remainders thereof, and of every part and parcel thereof, with their and every of their appurtenances; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both at law and in equity, of him the said J. B. of, in, and to the said &c., hereditaments and premises, and every part and parcel thereof; to have and to hold the said, &c., hereditaments and premises mentioned to be hereby granted and released as aforesaid, and every of them, and every part and parcel thereof, with their and every of their appurtenances, unto the said J. R., J. H., and E. L., their heirs and assigns, to the use and behoof of them the said J. R., J. H., and E. L., their heirs and assigns for ever, and all deeds, evidences, and writings touching or concerning the same: And this indenture further witnesseth, that in pursuance and further performance of the agreements aforesaid, and for the considerations and purposes aforesaid, they the said J. B. and J. H. have, and each of them hath bargained, sold, assigned, transferred, and set over, and by these presents doth &c., unto the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns, all and singular the goods, wares, merchandizes, mortgages, bills, bonds, notes, and other securities for money, negroes and mulatto slaves, vessels, debts, monies, stock in trade, chattels, and personal estate and effects whatsoever and wheresoever, and of what nature, kind, or quality soever, which they the said J. B. and J. H., and each and either of them, have, or are or is possessed of or interested in or intitled to, as well on their joint account as on their respective separate accounts, together with all books of account, vouchers, and other papers in any wise touching or concerning the said premises, or any part thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever, both at law and in equity, of them the said J. B. and J. H., and each of them, of, into or out of the same several premises and every of them, and every or any part or parcel thereof; to have and to hold, perceive, receive, and take, all and singular the said goods, wares, merchandizes, mortgages, bonds, bills, notes, and other securities for money, negroes and mulatto slaves, vessels, debts, monies, stock in trade, and all and singular other the premises hereinbefore mentioned to be hereby assigned as aforesaid, unto the said J. R., J. H., and E. L., their executors, administrators, and assigns for ever: And it is hereby agreed and declared by and between and amongst all and every the said parties to these presents, to be the true intent and meaning of these presents, and all the said parties, that they the said J. R., J. H., and E. L., and the sur-

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And that they, their Heirs; Executors, &c. will stand possessed of the Goods, in trust to sell the whole of the Freehold, and all the saleable Part of the Goods, and to get in the rest.

Declaration that the Receipt of the Trustees shall be a sufficient Discharge to Purchasers.

Purchasers not to be accountable for Misapplication of Purchase Money.

B. and H. appoint R., H., and L., their Attornies for the Purpose aforesaid.

To appoint Substitute or Substitutes, &c.

And to displace and remove and to appoint others in their place.

To make Attorney, Clerk, &c., reasonable Allowance for their Trouble.

vivors and survivor of them, and the heirs of such survivor, shall and will stand, and be seized and interested of and in all and singular the said pieces, parcels, and tracts of land, hereditaments, and premises mentioned to be hereby released as aforesaid, with their appurtenances; and that they the said J. R., J. H., and E. L., and the survivors and survivor of them, and the executors and administrators of such survivor, shall and will stand and be possessed and interested of and in all and singular the said goods, &c., stock in trade, and other the premises hereinbefore mentioned, to be hereby assigned as aforesaid, in trust with all convenient speed to make sale and dispose of all the said premises mentioned to be hereby released as aforesaid, and of such and so much of the said premises mentioned to be hereby assigned as aforesaid as are in their nature saleable, either together or in parcels, unto any person or persons whomsoever, for the best price or prices in money that can be reasonably had or gotten for the same, and to collect, receive, and get in all the residue of the premises mentioned to be hereby assigned as aforesaid: And it is hereby further agreed and declared by and between all and every the said parties to these presents, that the receipt or receipts of the said J. R., J. H., and E. L., or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, shall from time to time, and at all times, be a good and sufficient discharge, and good and sufficient discharges, to a purchaser or purchasers of the said several premises so to be sold as aforesaid, or any of them, or any part or parts thereof, and to the person or persons paying or delivering any other of the said premises, and to his, her, or their respective heirs, executors, administrators, and assigns, for so much of the said purchase or other money or effects as shall be therein acknowledged to be received; and that such purchaser or purchasers, or other person or persons, his, her, or their heirs, executors, administrators, and assigns, shall not afterwards be answerable or accountable for any loss, misapplication, or non-application of such purchase or other money or effects so received, or any part thereof; and for the considerations and purposes aforesaid, the said J. B. and J. H. have, and each of them hath made, ordained, constituted, and appointed, and by these presents do, and each of them doth, &c., the said J. R., J. H., and E. L., and every of them, their and every of their executors and administrators, their and each of their true and lawful attorney and attornies, in the names or name of them the said J. B. and J. H., or either of them, their or either of their executors or administrators, or in the names or name of them the said J. R., J. H., and E. L., or any of them, or their or any of their executors or administrators, or otherwise to ask, demand, receive, collect, and get in, and to use, take and prosecute all and every or any legal or equitable means or expedients for the recovery and receiving of all and every or any the debt or debts and sum or sums of money and other premises mentioned to be hereby assigned as aforesaid, and upon receipt thereof, or of any part or parts thereof, receipts, acquittances, and other sufficient discharges for the same to make, sign, seal, and deliver, and to compound for any bad or desperate debt or debts; and from time to time to appoint any one or more attorney or attornies, clerk or clerks, or agent or agents, for the purpose of assisting them or any of them in and about the execution of the trusts hereby reposed in them, and again to displace and remove any such attorney or attornies, clerk or clerks, agent or agents, at the discretion of the trustees or trustee for the time being, and from time to time to appoint and substitute any other fit person or persons in the room or place of such attorney or attornies, clerk or clerks, agent or agents, so to be displaced; and to make every such attorney, clerk, or agent so to be appointed as aforesaid, such reasonable allowance for his or their trouble in or about the premises, as to

Declaration that
Trustees shall
stand possessed
of all Monies to
be raised or
got in.

And upon fur-
ther Trust to
pay W. and D.
the Monies re-
ceived by B. and
H. on account of
the Bills.

And upon fur-
ther Trust to
pay the Debts
of all the Cre-
ditors equally,
as far as the
Trust Monies
will extend, and
the Surplus (if
any) to B. and H.

Proviso that
making particular
mention of W.
D. R. H. and
L. shall give them
no priority of
Payment.

Proviso that
specifying any
Debts shall not
prevent B. and
H. or Trustees,
from controvert-
ing the same.

the said trustees for the time being shall seem meet: And further, to do and execute all and every other act and acts requisite or expedient for effecting the premises, as fully, amply, and effectually, to all intents and purposes whatsoever, as they the said J. B. and J. H. jointly, or either of them separately, might or could have done in their or either of their own proper persons, if these presents had not been made: And it is hereby agreed and declared by, between, and amongst all and every the said parties to these presents, to be the true intent and meaning of these presents, and of all the said parties, that they said J. R., J. H. and E. L., and the survivors and survivor of them, and the heirs, executors, and administrators respectively of such survivor, shall and will stand and be possessed and interested of and in all and every the respective monies which shall arise from or by the sale or sales hereinbefore directed to be made, and which shall be collected, received, and got in as aforesaid, and also of and in all the rents, issues, and profits, produce and proceed of all and singular the said premises which shall arise or accrue in the mean-time upon the trust in the first place, by and out of the trust monies aforesaid, to retain and reimburse themselves, all usual outgoings for rent or rents, taxes, repairs, salaries of stewards, clerks and agents, and all other such costs, charges, and expences as they respectively shall or may sustain, expend, or be put unto in preparing these presents, or in or about the execution of the several trusts hereby in them reposed or otherwise relating thereto: And upon the further trust, that they the said J. R., J. H., and E. L., their heirs, executors, or administrators, or some or one of them, shall and do by and out of the trust money aforesaid, pay and satisfy and discharge unto the said J. W. and W. D., their executors, administrators, and assigns, the full amount of the money received by the said J. B. and J. H., on account of the said bills of exchange as aforesaid; and in the next place to pay, satisfy, and discharge the several other debts due and owing to them the said J. W. and W. D., and also to the said J. R., J. H., and E. L., and the several other creditors, parties to these presents, and which in the said schedule hereunder written, are set opposite to their respective names, or so much of all the said debts or sums of money as the said trust monies, after payment of all such costs, charges, expences, and sums of money as aforesaid, shall extend to pay; nevertheless the same to be in full satisfaction of the whole of the said debts or sums of money, by an equal pound rate, according to the amount of the several debts and sums of money aforesaid, and without any preference or priority of payment; and in case there should be any surplus of the said trust monies, after full payment and satisfaction of such costs, charges, expences, and sums of money as aforesaid, and the whole of the said debts and sums of money, then in trust to pay the same unto the said J. B. and J. H., their respective executors, administrators, and assigns: Provided always, and it is hereby agreed and declared, by and between the said parties to these presents, that the making particular mention in these presents of the debts due from the said J. B. and J. H., or either of them to the said J. W. and W. D., or the naming of them or of the said J. R., J. H., and E. L., or any of them in these presents, shall not be construed to give to them or any of them, any right of preference or priority of payment of their respective debts, except as to the monies received by the said J. B. and J. H. on account of the bills of exchange as aforesaid: Provided also, and it is hereby further declared to be the true intent and meaning of these presents, and of all the parties hereto, that the specifying, mentioning, or naming of any debt or debts whatsoever in these presents, or in the said schedule hereunder written, shall not prevent the said J. B. and J. H., or either of them, or their or either of their heirs, executors, or administrators, or the said J. R., J. H., and E. L., their respective executors, administrators, and assigns, or any

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Proviso that Trustees shall make Dividend as often as 2s. 6d. in the Pound shall be received, or oftener if desired so to do by the major Part of the Creditors present at any Meeting to be called in the Manner directed in the Deed.

Proviso that Trustees shall produce their Accounts at these Meetings.

Proviso that Creditors shall make Affidavit of their Debts.

Proviso that Trustees may bail Debtors on certain Occasions;

and to be indemnified.

Covenant from B. and H. to make a full Discovery of their Debts.

of them or any other trustee or trustees to be appointed, as hereinafter is mentioned, from calling in question, litigating, or controverting the same, or any part thereof, or taking any course of law or in equity to have the same disallowed, or otherwise liquidated or adjusted: Provided always, and it is hereby agreed and declared by and between and amongst all and every the said parties to these presents, that the trustees or trustee for the time being shall make a dividend of the monies which they shall have received from, by, or on account of the trust estate and premises aforesaid, amongst themselves and all other creditors aforesaid, their respective executors, administrators, and assigns from time to time, as often as there shall be sufficient in hand to pay two shillings and sixpence in the pound on the account of the several debts and sums of money aforesaid, or oftener if such trustees or trustee for the time being shall be directed so to do by the major part in number of such of the creditors who shall be present at any meeting or meetings, to be summoned from time to time, or at any time or times, and of which meeting or meetings notice shall be given in the London gazette, by the space of fourteen days at the least next preceding the time appointed for such meeting respectively: Provided always, that the trustees or trustee for the time being shall and do produce and show forth unto all and every or any of the creditors parties to these presents who shall desire the same, at and upon every or any meeting or meetings to be summoned with such notice as aforesaid, a full, plain, and true state and account in writing of all the transactions, matters and things relating to the said trust estate and premises, or in anywise concerning the same: Provided also, and it is hereby further agreed and declared by and between all and every the said parties to these presents, and their true intent and meaning is, that no one of the creditors shall be entitled to receive any dividend or dividends under or by virtue of these presents, until such time as every such creditor shall first have made an affidavit or affirmation before one of the masters of the high court of chancery, or before some justice of the peace, that his or her debt is then justly due and owing, and shall produce and deliver such affidavit or affirmation to the trustees or trustee for the time being, some or one of them: Provided also, and it is hereby further agreed and declared, that in case the said J. B. and J. H., or either of them their or either of their estates shall be arrested, attached, sequestered, or troubled by or on account of any of their creditors, before they shall have executed these presents, that then and in such case it shall and may be lawful to and for the said trustees or trustee for the time being, or any of them, and they are hereby authorized, directed, and empowered to bail the said J. B. and J. H. or either of them, who shall be so arrested, and to contest the debt or debts of such creditor or creditors if they shall think proper, and then in every such case, they the said trustees, or such of them as shall become such bail, or otherwise lawfully act therein, shall be paid, reimbursed, and indemnified out of the said estate and premises mentioned to be hereby assigned, all and every such sum and sums of money, costs, charges, damages, and expences, as they shall respectively expend, pay, or be put unto, for or on account or in consequence of their becoming bail as aforesaid, or contesting the said debt or debts, or otherwise relating thereto, any thing hereinbefore contained to the contrary of the aforesaid proviso, or any of them, in anywise notwithstanding. And the said J. B. and J. H. for themselves, their heirs, executors, and administrators, do jointly and severally covenant, promise, and agree to and with the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns, and every of them, by these presents, in the manner following; that is to say, that they the said J. B. and J. H. and each of them, shall and will without delay make a fair and full discovery of, and

deliver upon oath if required, all their joint and separate estate and effects intended to be hereby respectively released and assigned as aforesaid unto the said J. R., J. H., and E. L., or the survivors or survivor of them, or the executors or administrators of such survivor, and shall not, nor will conceal or secrete any part or parts thereof: And that they the said J. B. and J. H., and each of them, their and each of their executors and administrators, shall and will at all times hereafter justify and allow, ratify and confirm all and whatsoever the said J. R., J. H., and E. L., their executors or administrators, or any of them shall lawfully do or cause to be done in and about the premises: And that they the said J. B. and J. H., or either of them, their or either of their executors or administrators, shall not nor will revoke nor make void all or any of the powers and authorities hereby given, or in pursuance hereof to be given to the said J. R., J. H., and E. L., their or any of their executors, administrators, or assigns, nor release, discharge, or compound all or any of the debt or debts, or sum or sums of money, or other the premises mentioned, to be hereby assigned as aforesaid; or sue for or intermeddle with the same, or any part or parcel thereof, nor do any thing whereby the recovery thereof, or of any of them, or of any part or parts thereof, may be impeded or delayed, nor disavow, discontinue, nor otherwise act or interfere in or about the premises further than the said J. R., J. H., and E. L., or the survivors or survivor of them, or the executors or administrators of such survivor shall direct or require: And the said J. B., and J. H., or either of them, their or either of their heirs, executors, or administrators shall not nor will in anywise hinder or obstruct the said J. R., J. H., and E. L., or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, or any of them, or any other trustees or trustee to be appointed as hereinafter mentioned in the execution of any of the trusts aforesaid, but shall and will from time to time, and at all times hereafter, be aiding and assisting the said J. R., J. H., and E. L., and the survivor and survivors of them, and the heirs, executors, and administrators of such survivor, and such other trustees or trustee in the execution thereof, to the utmost of their and each of their power: And further, that it shall and may be lawful to and for the said J. R., J. H., and E. L., respectively, in the meantime, until such sale or sales as aforesaid shall be made of the said several premises mentioned to be hereby respectively released and assigned as aforesaid, and hereinbefore directed to be sold, and from and after such sale and sales shall be made and perfected as aforesaid, for the purchaser and purchasers of the same several premises, and his, her, and their heirs, executors, administrators, and assigns respectively, according to the nature and quality of such estates, peaceably and quietly to have, hold, and enjoy the same several premises, with their and every of the appurtenances, and to have, receive, and take the rents, issues, profits, and proceeds thereof, and of every part and parcel thereof, unto them the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns respectively, upon the trusts aforesaid, and upon such purchaser or purchasers, and his, her, and their heirs, executors, administrators, and assigns respectively, to and for his and their own proper uses and benefit, without the let, suit, hindrance, interruption, or demand of them the said J. B. and J. H., or either of them, or their or either of their heirs, executors, or administrators, or of any other person or persons whomsoever; and that free and clear and freely and clearly acquitted, exonerated, and discharged of, from, and against all and all former and other gifts, grants, bargains, sales, assignments, mortgages, jointures, dowers, uses, entails, rents and arrears of rents, statutes and judgments, recognizances, titles, charges, and incumbrances whatsoever: And moreover, that they the said J. B. and J. H., and their respective heirs, executors, and admini-

To ratify the Acts of the Trustees.

Not to revoke Powers given to Trustees;

nor discharge any Debts nor intermeddle with the same, nor to do any Act whereby recovery thereof may be impeded;

nor disavow, discontinue, or become Nonsuited in any Action brought for recovery thereof; nor further interfere than desired;

nor obstruct the Trustees in the Execution of their Trust, but assist them.

And that Trustees may peaceably enjoy, and receive Rents and Profits till Sale, and Purchaser afterwards.

Free from Incumbrances.

For further Assurance;

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to join in conveyancing.

But their joining declared not to be necessary.

Provided, that if all the Creditors above — execute this Deed, before the — Day of — and no Commission of Bankrupt issues, B. and H. to stand discharged from the Debts, and the Creditors to give them general Releases.

strators, and all and every other person and persons whomsoever, having or lawfully or equitably claiming, or who shall or may hereafter have or lawfully or equitably claim any estate, right, title, trust, or interest of, into, or out of the said several premises mentioned to be hereby respectively released and assigned as aforesaid, or any of them, or any part or parcel thereof, shall and will, from time to time, and at all times hereafter, at and upon the reasonable request of the said J. R., J. H., and J. L., or any of them, their or any of their heirs, executors, administrators, or assigns, make, do, acknowledge, levy, suffer, join in, and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfect, and absolute conveying, assigning, and assuring the said several premises hereinbefore mentioned, to be hereby respectively released and assigned as aforesaid, with their and every of their appurtenances unto and unto the use of the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns respectively, according to the nature and quality of the said several premises respectively, upon the trusts aforesaid, and for the better enabling them or any of them to make sale of such of the said premises as are saleable, and to recover, receive, and get in such of them as are or shall be outstanding, as by the said J. R., J. H., and E. L., or any of them, their or any of their heirs, executors, administrators, or assigns, or their or any of their counsel learned in the law, shall be lawfully and reasonably devised, advised, and required: And further, that they the said J. B. and J. H., or either of them, their or either of their heirs, executors, or administrators, if required, shall and will join in any such sale or sales as aforesaid, and execute these several conveyances, assignments, and assurances of the said several premises to the purchaser or purchasers thereof, or any of them, and enter into all usual and reasonable covenants with such purchaser or purchasers, his, her, or their heirs, executors, administrators, and assigns, for the estate, title, possession, and further assurance of the said premises, or such of them as shall be so sold, or do any other reasonable act or acts for confirming such sale or sales; nevertheless, it is hereby agreed and declared, that the joining of the said J. B. and J. H., or either of them, or their or either of their heirs, executors, or administrators, in any such sale or sales, conveyance or conveyances as aforesaid, shall not in anywise be deemed or considered as essential or necessary to perfect the title of the purchaser or purchasers of the said premises, or any part thereof, the same being intended only for the further satisfaction of such purchaser or purchasers: Provided always, and it is hereby agreed and declared, by and between all and every the said parties to these presents, to be the true intent and meaning of these presents, and of all the said parties thereto, and the several creditors, parties to these presents, for themselves, their respective heirs, executors, and administrators, do hereby severally, but not jointly, covenant, promise, and agree to and with the said J. B. and J. H., their respective executors and administrators, and each and every of them, that in case all the joint and separate creditors of them the said J. B. and J. H., whose debts respectively amount to upwards of £—— of lawful money of the united kingdom of Great Britain and Ireland, shall by themselves or their respective attornies thereunto legally authorized, duly execute these presents, or a duplicate thereof, before the—— day of —— which will be in the year of our Lord.——, and no commission of bankrupt shall in the meantime be issued out against the said J. B. and J. H., or either of them, then and in such case the said J. B. and J. H., their respective heirs, executors, and administrators, shall for ever from thenceforth stand

absolutely discharged of and from all and every the said debts and sums of money now due and owing from the said J. B. and J. H., and each and either of them as aforesaid; and then also the said creditors, parties to these presents, or their respective executors or administrators, shall and will, at the request, costs, and charges of the said J. B. and J. H., their respective executors or administrators, or either or any of them, duly execute and deliver to the said J. B. and J. H. respectively, or their respective executors or administrators, legal general releases, thereby releasing and for ever discharging the said J. B. and J. H., their respective heirs, executors, or administrators, from all the debts and sums of money now due and owing from the said J. B. and J. H., and each and either of them, to such creditors respectively, and from all accounts, actions, suits, methods, and remedies in law or equity on account thereof: And the said J. W. and W. D., for themselves, their respective heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns, that in the case last-mentioned they the said J. W. and W. D., or their heirs, executors, or administrators, shall and will, at the request, costs and charges in the law of the said J. R., J. H., and E. L., their heirs, executors, or administrators, or any of them, well and effectually convey, assign, and assure unto and unto the use of the said J. R., J. H., and E. L., their heirs, executors, and administrators respectively, according to the nature and quality thereof, all and singular the said pieces, &c., comprized in the same indenture of mortgage of the same — day of — last, and all and singular the said vessel, negroes, &c., comprized in the said indenture of assignment, by way of mortgage of the same — day of — last, and all their estate, right, title, and interest therein, in trust as aforesaid, freed, acquitted, and discharged of and from all charges and incumbrances whatsoever, made, done, or committed, or wittingly or willingly suffered by them, or either or any of them: Provided also, and it is hereby further declared, by and between the said parties to these presents, that in case the said J. R., J. H., and E. L., or any of them, shall happen to depart this life, or desire to be discharged from the trusts hereby in them reposed, at any time before the said trusts shall be fully performed and executed, then it shall and may be lawful to and for the major part in value of the creditors who shall be present at such meeting, to be summoned with such previous notice as aforesaid in writing under their hands and seals, to nominate and appoint any other proper person or persons to be trustees or trustee for the purposes aforesaid, in the room or stead of them the said J. R., J. H., and E. L., or any of them so dying, or desiring to quit or be discharged from the said trusts; and so in like manner upon the decease of any succeeding trustee or trustees, and so from time to time as often as there shall be occasion to nominate and appoint any other proper person or persons to be a trustee or trustees for the purposes aforesaid, in the room or stead of the present or any succeeding trustee or trustees who shall happen to die, or desire to quit or be discharged from the said trusts: And that when and so often as any new trustees or trustee shall be nominated and appointed as aforesaid, the old trustees or trustee for the time being, shall convey, assign, and assure the said several premises, mentioned to be hereby respectively released and assigned as aforesaid, or so much thereof as then remain unsold and undisposed of as aforesaid, and pay all such trust monies aforesaid as shall then remain in their or his hands, (after deducting thereout his or their own reasonable expences in or about the execution of the said trusts, or otherwise touching or concerning the premises to that time,) so as that the same may be legally and effectually vested in the remaining trustees or trustee, and such new trustees or trustee, or in such

And in that Case, W. and D. covenant to assign their Securities.

Proviso for electing fresh Trustees.

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Indenture more-
over witnesseth
that Creditors
grant B. and H.
Licence till the
— Day of —

Covenant not to
arrest them.

If any of the
Creditors act
contrary to the
last covenant,
then B. and H.
to stand dis-
charged from
those Debts.

new trustees wholly, as the case shall happen, upon the several trusts, and to and for the several intents and purposes hereinbefore declared or expressed, or such of them as shall be then subsisting or capable of taking effect; and such new trustee and trustees shall afterwards act in the management and execution of the said trusts, in such and the same manner to all intents and purposes, and have and be vested with such and the same powers and authorities, as if he or they had been originally named a trustee or trustees for the purposes aforesaid, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding: And this indenture further witnesseth, that in consideration of the premises, they the said J. R., J. H., E. L., J. W., and W. D., and all and every other the creditors of the said J. B. and J. H., who are or shall hereafter become parties to these presents, and shall by themselves, or any copartner or copartners, agent or agents, of themselves respectively, duly authorized thereunto, sign and seal this indenture, or any duplicate or triplicate thereof, and who shall accept of the benefit hereof, according to the several provisions herein made, have and every of them hath given and granted, and by these presents do, and every of them doth, as far as they respectively lawfully may or can give and grant unto the said J. B. and J. H., and each of them, full, free, and absolute liberty and licence, according to their own will and pleasure, to go, come, pass, repass, abide, and continue to, from, and at any place or places whatsoever, where the nature of their or either of their affairs may require, until the — day of — which will be in the year of our Lord — they the said J. B. and J. H. respectively performing and keeping the several covenants and agreements hereinbefore contained, and which, on their respective parts and behalf, are and ought to be performed, fulfilled, and kept: And it is hereby agreed and declared by and amongst all the parties to these presents, and the said J. R., J. H., E. L., J. W., and W. D., and the several other creditors parties to these presents, for themselves severally, and for their several and respective heirs, executors, and administrators, and not any one of them for any other or others of them, but every of them for himself, his heirs, executors, and administrators, acts and deeds only, do hereby severally covenant, promise, grant, and agree to and with the said J. B. and J. H., their respective executors, administrators, and assigns, and every of them, that they the said J. R., J. H., E. L., J. W., and W. D., and the said several other creditors parties to these presents, or their respective executors, administrators, or assigns, or any other person or persons for them respectively, or by the order, authority, assent, consent, privity, means, or procurement of them respectively, or their respective executors or administrators, shall not nor will, from the date hereof unto the full end and term of — years from thence next ensuing, and fully to be completed and ended, sue, arrest, prosecute, take in execution, imprison, detain, or otherwise molest the said J. B. and J. H., or either of them, in any manner howsoever, further or otherwise than by virtue of or under these presents, that they the said J. B. and J. H., performing and keeping the several covenants and agreements hereinbefore contained, and which on their respective parts and behalves are and ought to be performed, fulfilled, and kept: And further, that if any of them the said J. R., J. H., E. L., J. W., and W. D., and the several other creditors parties hereto, or any of their executors or administrators, shall act contrary to the true intent and meaning of the said last-mentioned covenant and agreement, that then the said J. B. and J. H., and each of them, and their and each of their heirs, executors, and administrators, shall be and is and are for ever by these presents clearly acquitted, exonerated, and discharged of and from all debts and sums of money whatsoever now due and owing from the said J. B. and J. H., or either of them, to such person

or persons acting contrary to the true intent and meaning of the said covenant and agreement; and that this present letter of licence shall or may be pleaded in bar to such debt or debts and sums of money, and to any prosecution, suit, or action that shall be brought against the said J. B. and J. H., or either of them, their or either of their heirs, executors, administrators, or assigns, on account thereof, as effectually as if they the said J. B. and J. H. had a general release under the hands and seals of such creditors respectively for that purpose: Provided always, and it is hereby agreed and declared by and between all and every the said parties to these presents, that in case all the joint and separate creditors of the said J. B. and J. H., whose debts respectively amount to upwards of £ ——— of lawful money of Great Britain, shall not by themselves or their respective attornies thereunto legally authorized, duly execute these presents, or a duplicate thereof, before the said — day of — which will be in the year of our Lord ———, or in case any commission of bankruptcy shall in the meantime be issued out against the said J. B. and J. H., or either of them, then and in either of the said cases, this present indenture and the licence or liberty, and every other article, covenant, agreement, clause, matter, and thing herein contained and recited shall cease, determine, and be absolutely null and void; and in either of the said last-mentioned cases, the said J. R., J. H., and E. L., their heirs, executors, administrators, or assigns, shall and will, at the request and costs and charges of the said J. B. and J. H., their heirs, executors, administrators, or assigns, reconvey and reassign all and singular the said several premises mentioned to be hereby respectively released and assigned as aforesaid, unto and to the use of the said J. B. and J. H., their respective heirs, executors, administrators, or assigns, according to their respective estates and interests therein, at the time of the sealing and delivery of these presents, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding: Provided also, and it is hereby likewise agreed and declared by and between all and every the said parties to these presents, that it shall and may be lawful to and for the said J. R., J. H., and E. L., and all and every other person and persons who shall hereafter be appointed trustees or trustee for the purposes aforesaid, pursuant to the power hereinbefore in that behalf contained, and their respective heirs, executors, and administrators, by and out of all or any the monies which by virtue of these presents, or any trust herein declared, shall come into their or any of their hands, to deduct, retain to, and reimburse themselves and himself, all such costs, charges, and expences, as they respectively shall or may sustain or be put unto, in, or about the execution of all or any of the trusts aforesaid: And also, that they the said J. R., J. H., and E. L., and such other person and persons as shall be appointed trustees or trustee as aforesaid, their respective heirs, executors, or administrators, shall be charged and chargeable only every of them for and with his own respective payments, acts, and wilful defaults, and not otherwise, and shall not be charged or chargeable with or for any sum or sums of money, other than such as shall actually and respectively come to his or their hands by virtue of these presents, nor with or for any loss or damage which may happen in or about the execution of all or any of the trusts aforesaid, without his or their respective wilful default. In witness, &c.

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And this Letter of Licence may be pleaded in bar of the Debts, as if a general Release.

Proviso that if all the Creditors whose Debts amount to — do not execute before the —, or if a Commission of Bankrupt issues, this Deed to be void.

Trustees in either of the last Cases, to reconvey to B. and H.

Proviso for Trustees to retain the Expences.

Trustees to be chargeable each with his own Acts.

This indenture, made, &c., between A. and B. of, &c. (carrying on trade in copartnership under the firm of A. B. and Co.) of the first part; C. and D. of, &c., of the second part; the several other persons whose names are set forth in the first schedule hereunder written, and whose hands and seals are hereunto subscribed and affixed, being creditors on the copartnership stock or joint fund of the said A. and B. of the third part; the several

Assignment of joint and separate Estates of Partners in Trust for Creditors, one of Partners having

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been declared a
Bankrupt. (1)

Debtors.

Trustees.

Joint Creditors.

Separate Creditors of A.

Separate Creditors of B.

Trading and
Insolvency.

Statement of
joint Property.

Proposal to
assign the joint
Effects for the
joint Creditors.

Proposal to assign the separate
Property for the
several Creditors.

Recital of the
Assignment of
the joint Property.

other persons whose names are set forth in the second schedule hereunder written, and whose hands and seals are hereunto subscribed and affixed, being the separate creditors of the said A. of the fourth part; and the several other persons whose names are set forth in the third schedule hereunder written, and whose hands and seals are hereunto subscribed and affixed, being the separate creditors of the said B. of the fifth part: Whereas the said A. and B. have for several years carried on trade as merchants in the city of London, under the firm of A. B. and Co., and in the course of their said trade and dealings they became and now stand indebted to the said (—————) and to the several other persons, parties to these presents, of the third part, in the several sums of money set opposite to their respective names in the first schedule hereunder written; and the said A. is indebted on his own separate account, independently of the said copartnership, to the several persons parties to these presents of the fourth part, in the several sums of money set opposite to their respective names in the second schedule hereunder written; and the said B. is indebted on his own separate account, independently of the said copartnership, to the said several persons parties to these presents of the fifth part, in the several sums of money set opposite to their respective names in the third schedule hereunder written: And whereas the capital stock or property of the said A. and B., of and belonging to them in copartnership on their joint account, consists of certain messuages at ———, and also of divers goods, merchandizes, debts, and effects, belonging, due, and owing to them as copartners as aforesaid: And whereas the said A. and B. being unable to pay the whole of the debts due and owing by them on their joint or copartnership account, have proposed to their said creditors to convey, transfer, and assign all and singular the estate, property, debts, and effects of and belonging and due and owing to them the said A. and B. on their joint or copartnership account, unto the said C. and D., their executors, administrators, and assigns, in trust for themselves and the rest of the joint creditors of the said A. and B., parties hereto of the third part, in the manner hereinafter mentioned: And whereas the separate property of the said A. consists of, (state it): And whereas the separate property of the said B. consists of, (&c.): And whereas the said A. and B. have respectively proposed to convey, transfer, and assign their respective separate estates to the said C. and D., their heirs, executors, administrators, and assigns, in trust, as to the separate estate of each of them the said A. and B., for his separate creditors in the first instance, and after payment and satisfaction of his separate debts, for the benefit in the next place of the joint creditors of the said partnership concern, parties hereto, to which several proposals of the said A. and B., their several joint and separate creditors, parties to these presents, have consented and agreed; and in consideration of the conveyances, transfers, and assignments so agreed to be made by the said A. and B. of their joint and separate estates as aforesaid, they the said creditors and parties hereto have agreed to grant unto the said A. and B. respectively such release (and to make to them such allowance by and out of their joint and separate property) as is hereafter mentioned: And whereas in pursuance of the said recited proposal, and in order to carry the same more perfectly into effect, by an indenture bearing date the day next before the day of the date of these presents, and made between the said A. and B. of the one part, and the said C. and D. of the other part, the said A. and B. bargained, sold, transferred, and assigned unto the said C. and D., their executors, administrators, and assigns, the said messuages or tenements and premises at ———, com-

prized in the said indenture of lease of the ——— day of ———, with the appurtenances, to hold the same to the said C. and D., their executors, administrators, and assigns, for the residue of the said term of twenty-one years therein granted by the said indenture of lease, in trust to sell and dispose of the said messuages or tenements and premises, either by public auction or private contract, and to receive the rents and profits thereof in the meantime, and until such sale in the manner therein mentioned, and to stand possessed of and interested in the monies to arise by such sale, and the rents and profits of the said messuages or tenements and premises in the meantime; and until such sale, in trust in the first place to pay and satisfy themselves the costs, charges, and expences of preparing for and making such sale or sales, and of collecting and receiving the said rents and profits; and in the next place to stand possessed of and interested in the surplus of the monies to arise by such sale or sales, and to be received for or on account of the said rents and profits, in trust for the said A. and B., their executors, administrators, and assigns, equally between them, share and share alike, which said trust for payment unto them the said A. and B., their executors, administrators, and assigns, of the said surplus monies, rents, and profits, was so declared by the said indenture now in recital, in order and to the intent that such surplus monies, rents, and profits, may be assigned by them in and by these presents unto the said C. and D., their executors, administrators, and assigns, and that the said C. and D. their executors, administrators, and assigns, may stand and be possessed of and interested in the same upon and for trusts, intents, and purposes hereafter declared of and concerning the same: And whereas, (the like recital of the assignment of the separate property of A.): And whereas, (the like recital of the assignment of the separate property of B.) Now this indenture witnesseth, that in further pursuance of the said recited agreement, and for more effectually carrying the same into execution, and for and in consideration of all and singular the premises, and also for and in consideration of the sum of ten shillings a-piece, of lawful English money, by the said C. and D. to the said A. and B. in hand well and truly paid at or before the sealing and delivery of these presents, (the several receipts whereof are hereby respectively acknowledged), they the said A. and B., at the request and by the direction of their several creditors, parties thereto, have, and each of them hath, bargained, sold, assigned, transferred, and set over, and by these presents do and each of them doth bargain, sell, assign, transfer, and set over, unto the said C. and D., all and singular the monies to arise by sale of the said messuages or tenements, &c. comprized in the said indenture of lease of the ——— day of ———, and the rents and profits thereof, until such sale, (state generally all the property comprized in the recited assignment), or the surplus monies to arise by such sales respectively, after payment of the costs and charges of preparing for and making such sales, and collecting or receiving such rents and profits in the meantime, and until such sales and all and singular the goods, wares, merchandize, bills, bonds, notes, policies of assurance, and other securities for money, debts, and other the stock in trade, chattels, and personal estate and effects whatsoever and wheresoever, and of what nature, kind, or sort soever, which they the said A. and B., or either of them, now are or is possessed of, interested in, or entitled unto, on their joint or partnership account as aforesaid; together with all books of accounts, vouchers, and other papers and writings in anywise relating to or concerning the same premises, or any part or parcel thereof; and all the estate, &c.; and all powers and remedies, &c.; to have, hold, receive, and take, all and singular the monies, goods, wares, and merchandize, bills, bonds, notes, policies of assurance, and other securities for money, debts, stock

Recital of Assignment of the separate Property of A. and B.

Assignment by A. and B. of their joint Effects.

Habendum.

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Recites that B.
and H. are in-
debted to W.
and D. in divers
Sums on account
of Bills of Ex-
change.

And in other
Monies.

That they are
also indebted to
the other Par-
ties in the Sums
set opposite their
Names.

That being
unable to pay,
they have agreed
to assign Real
and Personal
Estates in trust
for themselves
and the other
Creditors.

Reciting that
W. and D. have
agreed to relin-
quish divers
specific Securi-
ties, and to put
themselves upon
a footing with
the other Cre-
ditors.

Retaining ———
the amount of a
Cargo consigned
to them.

And being paid
the Money re-
ceived by B.
and H. on ac-
count of the
Bills.

of the third part: Whereas the said J. B. and J. H. are justly and truly indebted to the said J. W. and W. D. in divers sums of money received by them the said J. B. and J. H. on account of divers bills of exchange (part of a greater number of bills of exchange), drawn by divers merchants in ——— and elsewhere, and which on their being refused to be accepted or paid, they the said J. W. and W. D. bought up (as is often done in such cases) and transmitted to them the said J. B. and J. H., in order to procure or obtain payment or satisfaction thereon, for and on the behalf of them the said J. W. and W. D., together with interest, damage, and costs, according to the custom of Jamaica, for which purpose they the said J. B. and J. H. were vested with all proper powers: And whereas the said J. B. and J. H. are also justly indebted to them the said J. W. and W. D. to a very considerable amount on other accounts: And whereas the said J. B. and J. H. are also indebted to the said J. B. and J. H. and E. L., and to the several persons, parties to these presents, in the several sums of lawful money of Great Britain in the schedule hereunder written and set opposite to their respective names: And whereas the said J. B. and J. H., being at present unable to pay the whole of such debts, have agreed to convey and assign all their real and personal estates whatsoever, as well such as they are entitled to on their respective separate accounts, as such as belong to them on their joint accounts, unto and to the use of the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns respectively, according to the nature and quality thereof, in trust for themselves and the rest of the creditors aforesaid, in such manner as hereinafter is mentioned: And whereas in consideration that the said J. W. and W. D. have agreed to give up and relinquish specific securities for part of the money due and owing to them from the said J. B. and J. H., consisting of a mortgage in fee of divers pieces or parcels, &c., situate, &c. in America, the separate estate of the said J. B. made by certain indentures of lease and release, bearing date respectively the ——— and ——— day of ——— now last past, and made or mentioned to be made between the said J. B. of the one part, and the said J. W. of the other part (the name of the said J. W. being made use of as well in trust for the said W. D. as for himself), and an assignment by way of mortgage of a ship or vessel called the ———, whereof ——— is master, and also of sundry negro and mulatto slaves and several outstanding debts, made by a certain indenture also bearing date the ——— day of ——— now last past, and made or mentioned to be made between, &c., and also all interest henceforth to grow due on the said securities respectively (subject nevertheless to the proviso hereinafter contained for making void the agreement hereinafter mentioned), which securities would give them the said J. W. and W. D. an advantage over the rest of the creditors aforesaid; it hath been agreed by and amongst all the parties to these presents, that the said J. W. and W. D. shall retain the sum of £—— of lawful money of Great Britain, being the net produce and amount (after a deduction of all usual charges and expences) of a cargo consisting of ——— lately consigned to them by the said J. B. and J. H. in part satisfaction of the sum of £——, the money due and owing to them over and besides what shall appear to be due upon the said bill account as aforesaid, which reduces the same to the sum of £——; and the said J. W. and W. D. shall be paid the whole amount of the money received by the said J. B. and J. H. on account of the said bills of exchange, and that the residue of such bills of exchange remain- ing unpaid shall be sent back to the said J. W. and W. D., or delivered up to their agents at Jamaica duly authorized for that purpose; and it hath been further agreed by and amongst the said parties to these pre- sents, that all interest for such other of the debts mentioned in the said

schedules as carry interest shall henceforth cease (subject, nevertheless, to the proviso hereinafter mentioned for making void the agreements hereinafter contained): And whereas the said J. B. is seized of or well entitled to a good estate of inheritance in fee simple of and in the said pieces or parcels, &c., subject to the said mortgage thereof to the said J. W., in trust for himself and the said W. D.: Now this indenture witnesseth, that in pursuance and part performance of the said agreements, and in order to raise and establish a fund for the payment of the debts aforesaid, and for and in consideration of the sum of ten shillings of &c., by the said J. R., J. H., and E. L., to the said J. B. in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, he the said J. B. hath bargained, sold, aliened, released, and confirmed, and by these presents doth bargain, sell, alien, release, and confirm unto the said J. R., J. H., and E. L., in their actual possession, now being by virtue of a bargain and sale for one whole year to them thereof made by the said J. B., by indenture bearing date the day next before the day of the date of these presents, and by force of the statute for transferring uses into possession, and to their heirs, all &c., and the reversion and reversions, remainder and remainders thereof, and of every part and parcel thereof, with their and every of their appurtenances; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both at law and in equity, of him the said J. B. of, in, and to the said &c., hereditaments and premises, and every part and parcel thereof; to have and to hold the said, &c., hereditaments and premises mentioned to be hereby granted and released as aforesaid, and every of them, and every part and parcel thereof, with their and every of their appurtenances, unto the said J. R., J. H., and E. L., their heirs and assigns, to the use and behoof of them the said J. R., J. H., and E. L., their heirs and assigns for ever, and all deeds, evidences, and writings touching or concerning the same: And this indenture further witnesseth, that in pursuance and further performance of the agreements aforesaid, and for the considerations and purposes aforesaid, they the said J. B. and J. H. have, and each of them hath bargained, sold, assigned, transferred, and set over, and by these presents doth &c., unto the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns, all and singular the goods, wares, merchandizes, mortgages, bills, bonds, notes, and other securities for money, negroes and mulatto slaves, vessels, debts, monies, stock in trade, chattels, and personal estate and effects whatsoever and wheresoever, and of what nature, kind, or quality soever, which they the said J. B. and J. H., and each and either of them, have, or are or is possessed of or interested in or intitled to, as well on their joint account as on their respective separate accounts, together with all books of account, vouchers, and other papers in any wise touching or concerning the said premises, or any part thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever, both at law and in equity, of them the said J. B. and J. H., and each of them, of, into or out of the same several premises and every of them, and every or any part or parcel thereof; to have and to hold, perceive, receive, and take, all and singular the said goods, wares, merchandizes, mortgages, bonds, bills, notes, and other securities for money, negroes and mulatto slaves, vessels, debts, monies, stock in trade, and all and singular other the premises hereinbefore mentioned to be hereby assigned as aforesaid, unto the said J. R., J. H., and E. L., their executors, administrators, and assigns for ever: And it is hereby agreed and declared by and between and amongst all and every the said parties to these presents, to be the true intent and meaning of these presents, and all the said parties, that they the said J. R., J. H., and E. L., and the sur-

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Interest for
Debts to cease.

Recites that B.
is entitled to a
Real Estate,
subsequent to
said Mortgage
to W. in trust
for himself
and D.

Indenture wit-
nesseth that in
consideration of
10s. B. releases.

Premises.

Habendum to
R. H. L.

All their Per-
sonal Property.

Habendum to
R. H. and L.,
their executors,
administrators,
and assigns.

Declaration that
they or their
Heirs will stand
seized of the
Freehold.

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And that they, their Heirs, Executors, &c. will stand possessed of the Goods, in trust to sell the whole of the Freehold, and all the saleable Part of the Goods, and to get in the rest.

Declaration that the Receipt of the Trustees shall be a sufficient Discharge to Purchasers.

Purchasers not to be accountable for Misapplication of Purchase Money.

B. and H. appoint R., H., and L., their Attornies for the Purpose aforesaid.

To appoint Substitute or Substitutes, &c.

And to displace and remove and to appoint others in their place.

To make Attorney, Clerk, &c., reasonable Allowance for their Trouble.

vivors and survivor of them, and the heirs of such survivor, shall and will stand, and be seized and interested of and in all and singular the said pieces, parcels, and tracts of land, hereditaments, and premises mentioned to be hereby released as aforesaid, with their appurtenances; and that they the said J. R., J. H., and E. L., and the survivors and survivor of them, and the executors and administrators of such survivor, shall and will stand and be possessed and interested of and in all and singular the said goods, &c., stock in trade, and other the premises hereinbefore mentioned, to be hereby assigned as aforesaid, in trust with all convenient speed to make sale and dispose of all the said premises mentioned to be hereby released as aforesaid, and of such and so much of the said premises mentioned to be hereby assigned as aforesaid as are in their nature saleable, either together or in parcels, unto any person or persons whomsoever, for the best price or prices in money that can be reasonably had or gotten for the same, and to collect, receive, and get in all the residue of the premises mentioned to be hereby assigned as aforesaid: And it is hereby further agreed and declared by and between all and every the said parties to these presents, that the receipt or receipts of the said J. R., J. H., and E. L., or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, shall from time to time, and at all times, be a good and sufficient discharge, and good and sufficient discharges, to a purchaser or purchasers of the said several premises so to be sold as aforesaid, or any of them, or any part or parts thereof, and to the person or persons paying or delivering any other of the said premises, and to his, her, or their respective heirs, executors, administrators, and assigns, for so much of the said purchase or other money or effects as shall be therein acknowledged to be received; and that such purchaser or purchasers, or other person or persons, his, her, or their heirs, executors, administrators, and assigns, shall not afterwards be answerable or accountable for any loss, misapplication, or non-application of such purchase or other money or effects so received, or any part thereof; and for the considerations and purposes aforesaid, the said J. B. and J. H. have, and each of them hath made, ordained, constituted, and appointed, and by these presents do, and each of them doth, &c., the said J. R., J. H., and E. L., and every of them, their and every of their executors and administrators, their and each of their true and lawful attorney and attornies, in the names or name of them the said J. B. and J. H., or either of them, their or either of their executors or administrators, or in the names or name of them the said J. R., J. H., and E. L., or any of them, or their or any of their executors or administrators, or otherwise to ask, demand, receive, collect, and get in, and to use, take and prosecute all and every or any legal or equitable means or expedients for the recovery and receiving of all and every or any the debt or debts and sum or suma of money and other premises mentioned to be hereby assigned as aforesaid, and upon receipt thereof, or of any part or parts thereof, receipts, acquittances, and other sufficient discharges for the same to make, sign, seal, and deliver, and to compound for any bad or desperate debt or debts; and from time to time to appoint any one or more attorney or attornies, clerk or clerks, or agent or agents, for the purpose of assisting them or any of them in and about the execution of the trusts hereby reposed in them, and again to displace and remove any such attorney or attornies, clerk or clerks, agent or agents, at the discretion of the trustees or trustee for the time being, and from time to time to appoint and substitute any other fit person or persons in the room or place of such attorney or attornies, clerk or clerks, agent or agents, so to be displaced; and to make every such attorney, clerk, or agent so to be appointed as aforesaid, such reasonable allowance for his or their trouble in or about the premises, as to

the said trustees for the time being shall seem meet: And further, to do and execute all and every other act and acts requisite or expedient for effecting the premises, as fully, amply, and effectually, to all intents and purposes whatsoever, as they the said J. B. and J. H. jointly, or either of them separately, might or could have done in their or either of their own proper persons, if these presents had not been made: And it is hereby agreed and declared by, between, and amongst all and every the said parties to these presents, to be the true intent and meaning of these presents, and of all the said parties, that they said J. R., J. H. and E. L., and the survivors and survivor of them, and the heirs, executors, and administrators respectively of such survivor, shall and will stand and be possessed and interested of and in all and every the respective monies which shall arise from or by the sale or sales hereinbefore directed to be made, and which shall be collected, received, and got in as aforesaid, and also of and in all the rents, issues, and profits, produce and proceed of all and singular the said premises which shall arise or accrue in the meantime upon the trust in the first place, by and out of the trust monies aforesaid, to retain and reimburse themselves, all usual outgoings for rent or rents, taxes, repairs, salaries of stewards, clerks and agents, and all other such costs, charges, and expences as they respectively shall or may sustain, expend, or be put unto in preparing these presents, or in or about the execution of the several trusts hereby in them reposed or otherwise relating thereto: And upon the further trust, that they the said J. R., J. H., and E. L., their heirs, executors, or administrators, or some or one of them, shall and do by and out of the trust money aforesaid, pay and satisfy and discharge unto the said J. W. and W. D., their executors, administrators, and assigns, the full amount of the money received by the said J. B. and J. H., on account of the said bills of exchange as aforesaid; and in the next place to pay, satisfy, and discharge the several other debts due and owing to them the said J. W. and W. D., and also to the said J. R., J. H., and E. L., and the several other creditors, parties to these presents, and which in the said schedule hereunder written, are set opposite to their respective names, or so much of all the said debts or sums of money as the said trust monies, after payment of all such costs, charges, expences, and sums of money as aforesaid, shall extend to pay; nevertheless the same to be in full satisfaction of the whole of the said debts or sums of money, by an equal pound rate, according to the amount of the several debts and sums of money aforesaid, and without any preference or priority of payment; and in case there should be any surplus of the said trust monies, after full payment and satisfaction of such costs, charges, expences, and sums of money as aforesaid, and the whole of the said debts and sums of money, then in trust to pay the same unto the said J. B. and J. H., their respective executors, administrators, and assigns: Provided always, and it is hereby agreed and declared, by and between the said parties to these presents, that the making particular mention in these presents of the debts due from the said J. B. and J. H., or either of them to the said J. W. and W. D., or the naming of them or of the said J. R., J. H., and E. L., or any of them in these presents, shall not be construed to give to them or any of them, any right of preference or priority of payment of their respective debts, except as to the monies received by the said J. B. and J. H. on account of the bills of exchange as aforesaid: Provided also, and it is hereby further declared to be the true intent and meaning of these presents, and of all the parties hereto, that the specifying, mentioning, or naming of any debt or debts whatsoever in these presents, or in the said schedule hereunder written, shall not prevent the said J. B. and J. H., or either of them, or their or either of their heirs, executors, or administrators, or the said J. R., J. H., and E. L., their respective executors, administrators, and assigns, or any

Declaration that Trustees shall stand possessed of all Monies to be raised or got in.

And upon further Trust to pay W. and D. the Monies received by B. and H. on account of the Bills.

And upon further Trust to pay the Debts of all the Creditors equally, as far as the Trust Monies will extend, and the Surplus (if any) to B. and H.

Proviso that making particular mention of W. D. R. H. and L. shall give them no priority of Payment.

Proviso that specifying any Debts shall not prevent B. and H. or Trustees, from controverting the same.

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Proviso that Trustees shall make Dividend as often as 2s. 6d. in the Pound shall be received, or oftener if desired so to do by the major Part of the Creditors present at any Meeting to be called in the Manner directed in the Deed.

Proviso that Trustees shall produce their Accounts at these Meetings.

Proviso that Creditors shall make Affidavit of their Debts.

Proviso that Trustees may bail Debtors on certain Occasions;

and to be indemnified.

Covenant from B. and H. to make a full Discovery of their Debts.

of them or any other trustee or trustees to be appointed, as hereinafter is mentioned, from calling in question, litigating, or controverting the same, or any part thereof, or taking any course of law or in equity to have the same disallowed, or otherwise liquidated or adjusted : Provided always, and it is hereby agreed and declared by and between and amongst all and every the said parties to these presents, that the trustees or trustee for the time being shall make a dividend of the monies which they shall have received from, by, or on account of the trust estate and premises aforesaid, amongst themselves and all other creditors aforesaid, their respective executors, administrators, and assigns from time to time, as often as there shall be sufficient in hand to pay two shillings and sixpence in the pound on the account of the several debts and sums of money aforesaid, or oftener if such trustees or trustee for the time being shall be directed so to do by the major part in number of such of the creditors who shall be present at any meeting or meetings, to be summoned from time to time, or at any time or times, and of which meeting or meetings notice shall be given in the London gazette, by the space of fourteen days at the least next preceding the time appointed for such meeting respectively: Provided always, that the trustees or trustee for the time being shall and do produce and show forth unto all and every or any of the creditors parties to these presents who shall desire the same, at and upon every or any meeting or meetings to be summoned with such notice as aforesaid, a full, plain, and true state and account in writing of all the transactions, matters and things relating to the said trust estate and premises, or in anywise concerning the same : Provided also, and it is hereby further agreed and declared by and between all and every the said parties to these presents, and their true intent and meaning is, that no one of the creditors shall be entitled to receive any dividend or dividends under or by virtue of these presents, until such time as every such creditor shall first have made an affidavit or affirmation before one of the masters of the high court of chancery, or before some justice of the peace, that his or her debt is then justly due and owing, and shall produce and deliver such affidavit or affirmation to the trustees or trustee for the time being, some or one of them: Provided also, and it is hereby further agreed and declared, that in case the said J. B. and J. H., or either of them their or either of their estates shall be arrested, attached, sequestered, or troubled by or on account of any of their creditors, before they shall have executed these presents, that then and in such case it shall and may be lawful to and for the said trustees or trustee for the time being, or any of them, and they are hereby authorized, directed, and empowered to bail the said J. B. and J. H. or either of them, who shall be so arrested, and to contest the debt or debts of such creditor or creditors if they shall think proper, and then in every such case, they the said trustees, or such of them as shall become such bail, or otherwise lawfully act therein, shall be paid, reimbursed, and indemnified out of the said estate and premises mentioned to be hereby assigned, all and every such sum and sums of money, costs, charges, damages, and expences, as they shall respectively expend, pay, or be put unto, for or on account or in consequence of, their becoming bail as aforesaid, or contesting the said debt or debts, or otherwise relating thereto, any thing hereinbefore contained to the contrary of the aforesaid proviso, or any of them, in anywise notwithstanding. And the said J. B. and J. H. for themselves, their heirs, executors, and administrators, do jointly and severally covenant, promise, and agree to and with the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns, and every of them, by these presents, in the manner following ; that is to say, that they the said J. B. and J. H. and each of them, shall and will without delay make a fair and full discovery of, and

deliver upon oath if required, all their joint and separate estate and effects intended to be hereby respectively released and assigned as aforesaid unto the said J. R., J. H., and E. L., or the survivors or survivor of them, or the executors or administrators of such survivor, and shall not, nor will conceal or secrete any part or parts thereof : And that they the said J. B. and J. H., and each of them, their and each of their executors and administrators, shall and will at all times hereafter justify and allow, ratify and confirm all and whatsoever the said J. R., J. H., and E. L., their executors or administrators, or any of them shall lawfully do or cause to be done in and about the premises : And that they the said J. B. and J. H., or either of them, their or either of their executors or administrators, shall not nor will revoke nor make void all or any of the powers and authorities hereby given, or in pursuance hereof to be given to the said J. R., J. H., and E. L., their or any of their executors, administrators, or assigns, nor release, discharge, or compound all or any of the debt or debts, or sum or sums of money, or other the premises mentioned, to be hereby assigned as aforesaid ; or sue for or intermeddle with the same, or any part or parcel thereof, nor do any thing whereby the recovery thereof, or of any of them, or of any part or parts thereof, may be impeded or delayed, nor disavow, discontinue, nor otherwise act or interfere in or about the premises further than the said J. R., J. H., and E. L., or the survivors or survivor of them, or the executors or administrators of such survivor shall direct or require : And the said J. B., and J. H., or either of them, their or either of their heirs, executors, or administrators shall not nor will in anywise hinder or obstruct the said J. R., J. H., and E. L., or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, or any of them, or any other trustees or trustee to be appointed as hereinafter mentioned in the execution of any of the trusts aforesaid, but shall and will from time to time, and at all times hereafter, be aiding and assisting the said J. R., J. H., and E. L., and the survivor and survivors of them, and the heirs, executors, and administrators of such survivor, and such other trustees or trustee in the execution thereof, to the utmost of their and each of their power : And further, that it shall and may be lawful to and for the said J. R., J. H., and E. L., respectively, in the meantime, until such sale or sales as aforesaid shall be made of the said several premises mentioned to be hereby respectively released and assigned as aforesaid, and hereinbefore directed to be sold, and from and after such sale and sales shall be made and perfected as aforesaid, for the purchaser and purchasers of the same several premises, and his, her, and their heirs, executors, administrators, and assigns respectively, according to the nature and quality of such estates, peaceably and quietly to have, hold, and enjoy the same several premises, with their and every of the appurtenances, and to have, receive, and take the rents, issues, profits, and proceeds thereof, and of every part and parcel thereof, unto them the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns respectively, upon the trusts aforesaid, and upon such purchaser or purchasers, and his, her, and their heirs, executors, administrators, and assigns respectively, to and for his and their own proper uses and benefit, without the let, suit, hindrance, interruption, or demand of them the said J. B. and J. H., or either of them, or their or either of their heirs, executors, or administrators, or of any other person or persons whomsoever ; and that free and clear and freely and clearly acquitted, exonerated, and discharged of, from, and against all and all former and other gifts, grants, bargains, sales, assignments, mortgages, jointures, dowers, uses, entails, rents and arrears of rents, statutes and judgments, recognizances, titles, charges, and incumbrances whatsoever : And moreover, that they the said J. B. and J. H., and their respective heirs, executors, and admini-

To ratify the Acts of the Trustees.

Not to revoke Powers given to Trustees ;

nor discharge any Debts nor intermeddle with the same, nor to do any Act whereby recovery thereof may be impeded ;

nor disavow, discontinue, or become Nonsuited in any Action brought for recovery thereof ; nor further interfere than desired ;

nor obstruct the Trustees in the Execution of their Trust, but assist them.

And that Trustees may peaceably enjoy, and receive Rents and Profits till Sale, and Purchaser afterwards.

Free from Incumbrances.

For further Assurance ;

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to join in conveyancing.

But their joining declared not to be necessary.

Provided, that if all the Creditors above — execute this Deed, before the — Day of — and no Commission of Bankrupt issues, B. and H. to stand discharged from the Debts, and the Creditors to give them general Releases.

strators, and all and every other person and persons whomsoever, having or lawfully or equitably claiming, or who shall or may hereafter have or lawfully or equitably claim any estate, right, title, trust, or interest of, into, or out of the said several premises mentioned to be hereby respectively released and assigned as aforesaid, or any of them, or any part or parcel thereof, shall and will, from time to time, and at all times hereafter, at and upon the reasonable request of the said J. R., J. H., and J. L., or any of them, their or any of their heirs, executors, administrators, or assigns, make, do, acknowledge, levy, suffer, join in, and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfect, and absolute conveying, assigning, and assuring the said several premises hereinbefore mentioned, to be hereby respectively released and assigned as aforesaid, with their and every of their appurtenances unto and unto the use of the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns respectively, according to the nature and quality of the said several premises respectively, upon the trusts aforesaid, and for the better enabling them or any of them to make sale of such of the said premises as are saleable, and to recover, receive, and get in such of them as are or shall be outstanding, as by the said J. R., J. H., and E. L., or any of them, their or any of their heirs, executors, administrators, or assigns, or their or any of their counsel learned in the law, shall be lawfully and reasonably devised, advised, and required: And further, that they the said J. B. and J. H., or either of them, their or either of their heirs, executors, or administrators, if required, shall and will join in any such sale or sales as aforesaid, and execute the several conveyances, assignments, and assurances of the said several premises to the purchaser or purchasers thereof, or any of them, and enter into all usual and reasonable covenants with such purchaser or purchasers, his, her, or their heirs, executors, administrators, and assigns, for the estate, title, possession, and further assurance of the said premises, or such of them as shall be so sold, or do any other reasonable act or acts for confirming such sale or sales; nevertheless, it is hereby agreed and declared, that the joining of the said J. B. and J. H., or either of them, or their or either of their heirs, executors, or administrators, in any such sale or sales, conveyance or conveyances as aforesaid, shall not in anywise be deemed or considered as essential or necessary to perfect the title of the purchaser or purchasers of the said premises, or any part thereof, the same being intended only for the further satisfaction of such purchaser or purchasers: Provided always, and it is hereby agreed and declared, by and between all and every the said parties to these presents, to be the true intent and meaning of these presents, and of all the said parties thereto, and the several creditors, parties to these presents, for themselves, their respective heirs, executors, and administrators, do hereby severally, but not jointly, covenant, promise, and agree to and with the said J. B. and J. H., their respective executors and administrators, and each and every of them, that in case all the joint and separate creditors of them the said J. B. and J. H., whose debts respectively amount to upwards of £ — of lawful money of the united kingdom of Great Britain and Ireland, shall by themselves or their respective attornies thereunto legally authorized, duly execute these presents, or a duplicate thereof, before the — day of — which will be in the year of our Lord —, and no commission of bankrupt shall in the meantime be issued out against the said J. B. and J. H., or either of them, then and in such case the said J. B. and J. H., their respective heirs, executors, and administrators, shall for ever from thenceforth stand

absolutely discharged of and from all and every the said debts and sums of money now due and owing from the said J. B. and J. H., and each and either of them as aforesaid; and then also the said creditors, parties to these presents, or their respective executors or administrators, shall and will, at the request, costs, and charges of the said J. B. and J. H., their respective executors or administrators, or either or any of them, duly execute and deliver to the said J. B. and J. H. respectively, or their respective executors or administrators, legal general releases, thereby releasing and for ever discharging the said J. B. and J. H., their respective heirs, executors, or administrators, from all the debts and sums of money now due and owing from the said J. B. and J. H., and each and either of them, to such creditors respectively, and from all accounts, actions, suits, methods, and remedies in law or equity on account thereof: And the said J. W. and W. D., for themselves, their respective heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said J. R., J. H., and E. L., their heirs, executors, administrators, and assigns, that in the case last-mentioned they the said J. W. and W. D., or their heirs, executors, or administrators, shall and will, at the request, costs and charges in the law of the said J. R., J. H., and E. L., their heirs, executors, or administrators, or any of them, well and effectually convey, assign, and assure unto and unto the use of the said J. R., J. H., and E. L., their heirs, executors, and administrators respectively, according to the nature and quality thereof, all and singular the said pieces, &c., comprized in the same indenture of mortgage of the same — day of — last, and all and singular the said vessel, negroes, &c., comprized in the said indenture of assignment, by way of mortgage of the same — day of — last, and all their estate, right, title, and interest therein, in trust as aforesaid, freed, acquitted, and discharged of and from all charges and incumbrances whatsoever, made, done, or committed, or wittingly or willingly suffered by them, or either or any of them: Provided also, and it is hereby further declared, by and between the said parties to these presents, that in case the said J. R., J. H., and E. L., or any of them, shall happen to depart this life, or desire to be discharged from the trusts hereby in them reposed, at any time before the said trusts shall be fully performed and executed, then it shall and may be lawful to and for the major part in value of the creditors who shall be present at such meeting, to be summoned with such previous notice as aforesaid in writing under their hands and seals, to nominate and appoint any other proper person or persons to be trustees or trustee for the purposes aforesaid, in the room or stead of them the said J. R., J. H., and E. L., or any of them so dying, or desiring to quit or be discharged from the said trusts; and so in like manner upon the decease of any succeeding trustee or trustees, and so from time to time as often as there shall be occasion to nominate and appoint any other proper person or persons to be a trustee or trustees for the purposes aforesaid, in the room or stead of the present or any succeeding trustee or trustees who shall happen to die, or desire to quit or be discharged from the said trusts: And that when and so often as any new trustees or trustee shall be nominated and appointed as aforesaid, the old trustees or trustee for the time being, shall convey, assign, and assure the said several premises, mentioned to be hereby respectively released and assigned as aforesaid, or so much thereof as then remain unsold and undisposed of as aforesaid, and pay all such trust monies aforesaid as shall then remain in their or his hands, (after deducting thereout his or their own reasonable expences in or about the execution of the said trusts, or otherwise touching or concerning the premises to that time,) so as that the same may be legally and effectually vested in the remaining trustees or trustee, and such new trustees or trustee, or in such

And in that Case, W. and D. covenant to assign their Securities.

Proviso for electing fresh Trustees.

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Indenture more-
over witnesseth
that Creditors
grant B. and H.
Licence till the
— Day of —

Covenant not to
arrest them.

If any of the
Creditors act
contrary to the
last covenant,
then B. and H.
to stand dis-
charged from
those Debts.

new trustees wholly, as the case shall happen, upon the several trusts, and to and for the several intents and purposes hereinbefore declared or expressed, or such of them as shall be then subsisting or capable of taking effect; and such new trustee and trustees shall afterwards act in the management and execution of the said trusts, in such and the same manner to all intents and purposes, and have and be vested with such and the same powers and authorities, as if he or they had been originally named a trustee or trustees for the purposes aforesaid, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding: And this indenture further witnesseth, that in consideration of the premises, they the said J. R., J. H., E. L., J. W., and W. D., and all and every other the creditors of the said J. B. and J. H., who are or shall hereafter become parties to these presents, and shall by themselves, or any copartner or copartners, agent or agents, of themselves respectively, duly authorized thereunto, sign and seal this indenture, or any duplicate or triplicate thereof, and who shall accept of the benefit hereof, according to the several provisions herein made, have and every of them hath given and granted, and by these presents do, and every of them doth, as far as they respectively lawfully may or can give and grant unto the said J. B. and J. H., and each of them, full, free, and absolute liberty and licence, according to their own will and pleasure, to go, come, pass, repass, abide, and continue to, from, and at any place or places whatsoever, where the nature of their or either of their affairs may require, until the — day of — which will be in the year of our Lord — they the said J. B. and J. H. respectively performing and keeping the several covenants and agreements hereinbefore contained, and which, on their respective parts and behalf, are and ought to be performed, fulfilled, and kept: And it is hereby agreed and declared by and amongst all the parties to these presents, and the said J. R., J. H., E. L., J. W., and W. D., and the several other creditors parties to these presents, for themselves severally, and for their several and respective heirs, executors, and administrators, and not any one of them for any other or others of them, but every of them for himself, his heirs, executors, and administrators, acts and deeds only, do hereby severally covenant, promise, grant, and agree to and with the said J. B. and J. H., their respective executors, administrators, and assigns, and every of them, that they the said J. R., J. H., E. L., J. W., and W. D., and the said several other creditors parties to these presents, or their respective executors, administrators, or assigns, or any other person or persons for them respectively, or by the order, authority, assent, consent, privity, means, or procurement of them respectively, or their respective executors or administrators, shall not nor will, from the date hereof unto the full end and term of — years from thence next ensuing, and fully to be completed and ended, sue, arrest, prosecute, take in execution, imprison, detain, or otherwise molest the said J. B. and J. H., or either of them, in any manner howsoever, further or otherwise than by virtue of or under these presents, that they the said J. B. and J. H., performing and keeping the several covenants and agreements hereinbefore contained, and which on their respective parts and behalves are and ought to be performed, fulfilled, and kept: And further, that if any of them the said J. R., J. H., E. L., J. W., and W. D., and the several other creditors parties hereto, or any of their executors or administrators, shall act contrary to the true intent and meaning of the said last-mentioned covenant and agreement, that then the said J. B. and J. H., and each of them, and their and each of their heirs, executors, and administrators, shall be and is and are for ever by these presents clearly acquitted, exonerated, and discharged of and from all debts and sums of money whatsoever now due and owing from the said J. B. and J. H., or either of them, to such person

or persons acting contrary to the true intent and meaning of the said covenant and agreement; and that this present letter of licence shall or may be pleaded in bar to such debt or debts and sums of money, and to any prosecution, suit, or action that shall be brought against the said J. B. and J. H., or either of them, their or either of their heirs, executors, administrators, or assigns, on account thereof, as effectually as if they the said J. B. and J. H. had a general release under the hands and seals of such creditors respectively for that purpose: Provided always, and it is hereby agreed and declared by and between all and every the said parties to these presents, that in case all the joint and separate creditors of the said J. B. and J. H., whose debts respectively amount to upwards of £ ——— of lawful money of Great Britain, shall not by themselves or their respective attornies thereunto legally authorized, duly execute these presents, or a duplicate thereof, before the said — day of — which will be in the year of our Lord ———, or in case any commission of bankruptcy shall in the meantime be issued out against the said J. B. and J. H., or either of them, then and in either of the said cases, this present indenture and the licence or liberty, and every other article, covenant, agreement, clause, matter, and thing herein contained and recited shall cease, determine, and be absolutely null and void; and in either of the said last-mentioned cases, the said J. R., J. H., and E. L., their heirs, executors, administrators, or assigns, shall and will, at the request and costs and charges of the said J. B. and J. H., their heirs, executors, administrators, or assigns, reconvey and reassign all and singular the said several premises mentioned to be hereby respectively released and assigned as aforesaid, unto and to the use of the said J. B. and J. H., their respective heirs, executors, administrators, or assigns, according to their respective estates and interests therein, at the time of the sealing and delivery of these presents, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding: Provided also, and it is hereby likewise agreed and declared by and between all and every the said parties to these presents, that it shall and may be lawful to and for the said J. R., J. H., and E. L., and all and every other person and persons who shall hereafter be appointed trustees or trustee for the purposes aforesaid, pursuant to the power hereinbefore in that behalf contained, and their respective heirs, executors, and administrators, by and out of all or any the monies which by virtue of these presents, or any trust herein declared, shall come into their or any of their hands, to deduct, retain to, and reimburse themselves and himself, all such costs, charges, and expences, as they respectively shall or may sustain or be put unto, in, or about the execution of all or any of the trusts aforesaid: And also, that they the said J. R., J. H., and E. L., and such other person and persons as shall be appointed trustees or trustee as aforesaid, their respective heirs, executors, or administrators, shall be charged and chargeable only every of them for and with his own respective payments, acts, and wilful defaults, and not otherwise, and shall not be charged or chargeable with or for any sum or sums of money, other than such as shall actually and respectively come to his or their hands by virtue of these presents, nor with or for any loss or damage which may happen in or about the execution of all or any of the trusts aforesaid, without his or their respective wilful default. In witness, &c.

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And this Letter of Licence may be pleaded in bar of the Debts, as if a general Release.

Proviso that if all the Creditors whose Debts amount to — do not execute before the —, or if a Commission of Bankrupt issues, this Deed to be void.

Trustees in either of the last Cases, to reconvey to B. and H.

Proviso for Trustees to retain the Expences.

Trustees to be chargeable each with his own Acts.

This indenture, made, &c., between A. and B. of, &c. (carrying on trade in copartnership under the firm of A. B. and Co.) of the first part; C. and D. of, &c., of the second part; the several other persons whose names are set forth in the first schedule hereunder written, and whose hands and seals are hereunto subscribed and affixed, being creditors on the copartnership stock or joint fund of the said A. and B. of the third part; the several

Assignment of joint and separate Estates of Partners in Trust for Creditors, one of Partners having

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been declared a
Bankrupt. (1)

Debtors.

Trustees.

Joint Creditors.

Separate Creditors
of A.

Separate Creditors
of B.

Trading and
Insolvency.

Statement of
joint Property.

Proposal to
assign the joint
Effects for the
joint Creditors.

Proposal to assign
the separate
Property for the
several Creditors.

Recital of the
Assignment of
the joint Property.

other persons whose names are set forth in the second schedule hereunder written, and whose hands and seals are hereunto subscribed and affixed, being the separate creditors of the said A. of the fourth part; and the several other persons whose names are set forth in the third schedule hereunder written, and whose hands and seals are hereunto subscribed and affixed, being the separate creditors of the said B. of the fifth part: Whereas the said A. and B. have for several years carried on trade as merchants in the city of London, under the firm of A. B. and Co., and in the course of their said trade and dealings they became and now stand indebted to the said (—————) and to the several other persons, parties to these presents, of the third part, in the several sums of money set opposite to their respective names in the first schedule hereunder written; and the said A. is indebted on his own separate account, independently of the said copartnership, to the several persons parties to these presents of the fourth part, in the several sums of money set opposite to their respective names in the second schedule hereunder written; and the said B. is indebted on his own separate account, independently of the said copartnership, to the said several persons parties to these presents of the fifth part, in the several sums of money set opposite to their respective names in the third schedule hereunder written: And whereas the capital stock or property of the said A. and B., of and belonging to them in copartnership on their joint account, consists of certain messuages at ———, and also of divers goods, merchandizes, debts, and effects, belonging, due, and owing to them as copartners as aforesaid: And whereas the said A. and B. being unable to pay the whole of the debts due and owing by them on their joint or copartnership account, have proposed to their said creditors to convey, transfer, and assign all and singular the estate, property, debts, and effects of and belonging and due and owing to them the said A. and B. on their joint or copartnership account, unto the said C. and D., their executors, administrators, and assigns, in trust for themselves and the rest of the joint creditors of the said A. and B., parties hereto of the third part, in the manner hereinafter mentioned: And whereas the separate property of the said A. consists of, (state it): And whereas the separate property of the said B. consists of, (&c.): And whereas the said A. and B. have respectively proposed to convey, transfer, and assign their respective separate estates to the said C. and D., their heirs, executors, administrators, and assigns, in trust, as to the separate estate of each of them the said A. and B., for his separate creditors in the first instance, and after payment and satisfaction of his separate debts, for the benefit in the next place of the joint creditors of the said partnership concern, parties hereto, to which several proposals of the said A. and B., their several joint and separate creditors, parties to these presents, have consented and agreed; and in consideration of the conveyances, transfers, and assignments so agreed to be made by the said A. and B. of their joint and separate estates as aforesaid, they the said creditors and parties hereto have agreed to grant unto the said A. and B. respectively such release (and to make to them such allowance by and out of their joint and separate property) as is hereafter mentioned: And whereas in pursuance of the said recited proposal, and in order to carry the same more perfectly into effect, by an indenture bearing date the day next before the day of the date of these presents, and made between the said A. and B. of the one part, and the said C. and D. of the other part, the said A. and B. bargained, sold, transferred, and assigned unto the said C. and D., their executors, administrators, and assigns, the said messuages or tenements and premises at ———, com-

prized in the said indenture of lease of the ——— day of ———, with the appurtenances, to hold the same to the said C. and D., their executors, administrators, and assigns, for the residue of the said term of twenty-one years therein granted by the said indenture of lease, in trust to sell and dispose of the said messuages or tenements and premises, either by public auction or private contract, and to receive the rents and profits thereof in the meantime, and until such sale in the manner therein mentioned, and to stand possessed of and interested in the monies to arise by such sale, and the rents and profits of the said messuages or tenements and premises in the meantime; and until such sale, in trust in the first place to pay and satisfy themselves the costs, charges, and expences of preparing for and making such sale or sales, and of collecting and receiving the said rents and profits; and in the next place to stand possessed of and interested in the surplus of the monies to arise by such sale or sales, and to be received for or on account of the said rents and profits, in trust for the said A. and B., their executors, administrators, and assigns, equally between them, share and share alike, which said trust for payment unto them the said A. and B., their executors, administrators, and assigns, of the said surplus monies, rents, and profits, was so declared by the said indenture now in recital, in order and to the intent that such surplus monies, rents, and profits, may be assigned by them in and by these presents unto the said C. and D., their executors, administrators, and assigns, and that the said C. and D. their executors, administrators, and assigns, may stand and be possessed of and interested in the same upon and for trusts, intents, and purposes hereafter declared of and concerning the same: And whereas, (the like recital of the assignment of the separate property of A.): And whereas, (the like recital of the assignment of the separate property of B.) Now this indenture witnesseth, that in further pursuance of the said recited agreement, and for more effectually carrying the same into execution, and for and in consideration of all and singular the premises, and also for and in consideration of the sum of ten shillings a-piece, of lawful English money, by the said C. and D. to the said A. and B. in hand well and truly paid at or before the sealing and delivery of these presents, (the several receipts whereof are hereby respectively acknowledged), they the said A. and B., at the request and by the direction of their several creditors, parties thereto, have, and each of them hath, bargained, sold, assigned, transferred, and set over, and by these presents do and each of them doth bargain, sell, assign, transfer, and set over, unto the said C. and D., all and singular the monies to arise by sale of the said messuages or tenements, &c. comprized in the said indenture of lease of the ——— day of ———, and the rents and profits thereof, until such sale, (state generally all the property comprized in the recited assignment), or the surplus monies to arise by such sales respectively, after payment of the costs and charges of preparing for and making such sales, and collecting or receiving such rents and profits in the meantime, and until such sales and all and singular the goods, wares, merchandize, bills, bonds, notes, policies of assurance, and other securities for money, debts, and other the stock in trade, chattels, and personal estate and effects whatsoever and wheresoever, and of what nature, kind, or sort soever, which they the said A. and B., or either of them, now are or is possessed of, interested in, or entitled unto, on their joint or partnership account as aforesaid; together with all books of accounts, vouchers, and other papers and writings in anywise relating to or concerning the same premises, or any part or parcel thereof; and all the estate, &c.; and all powers and remedies, &c.; to have, hold, receive, and take, all and singular the monies, goods, wares, and merchandize, bills, bonds, notes, policies of assurance, and other securities for money, debts, stock

Recital of Assignment of the separate Property of A. and B.

Assignment by A. and B. of their joint Effects.

Habendum:

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On Trust to sell
such Parts as
are saleable.

Declaration of
Trusts.

To pay Costs.

To allow A.
£ — per
Annum for Two
Years, for his
Expences.

To pay the joint
Debts.

in trade, personal estate and effects, and all and singular other the premises hereby assigned or mentioned, and intended so to be, unto the said C. and D., their executors, administrators, and assigns, for ever. And it is hereby agreed and declared between and by all and every the said parties to these presents, that the said C. and D., and the survivor of them, his executors, administrators, and assigns, shall and do forthwith with all convenient speed absolutely sell and dispose of as well the said —, (any property assigned by this deed which is saleable, as canal shares, &c.) as also so much and such part and parts of the premises hereby assigned or mentioned or intended so to be, as is or are of a saleable or disposable nature, either together or in parcels, and by public sale or private contract, (usual trust for sale —), and shall and do collect, receive, and get in all and singular the debts, sums of money, securities, and other the residue of the premises hereby assigned or mentioned, and intended so to be, (usual declaration as to sufficiency of trustees receipts —): And it is hereby declared and agreed by and between all the said parties to these presents, that the said C. and D., and the survivor of them, his executors, administrators, and assigns, shall and do stand and be possessed of and interested in all and singular the monies which shall arise by the sale of the said messuages, &c., or shall be received for and in respect of the rents and profits thereof, until the sale thereof as aforesaid, (after and subject to the payment of the costs and charges of preparing for and making such sales respectively, and attending the recovery and receipt of the said rents and profits until such respective sales as aforesaid); and also of all and singular the monies which shall arise from or by the sale or sales, disposition or dispositions hereinbefore directed to be made, and which shall be collected, got in, and received, and be produced from the premises hereinbefore assigned or mentioned, and intended so to be; and also of and in all the profits, produce, and proceeds of the said premises, which shall arise or accrue in the meantime and until the respective sales and dispositions thereof, (after paying and satisfying themselves respectively thereout all the costs, charges, and expences of preparing for and making such respective sales and dispositions, and attending such collections and receipts lastly mentioned), upon and for the trusts, intents, and purposes hereinafter expressed, declared, and contained of and concerning the same; (that is to say), in trust, in the first place, by and out of the trust monies aforesaid, to retain to and reimburse themselves all salaries, payments, and allowances, which shall be made or allowed to clerks, agents, attornies or subordinates, and all other costs, charges, and expences which they respectively shall or may sustain, expend, or be put unto in preparing these presents, and in or about the execution of the several trusts hereby in them reposed, or otherwise relating thereto; and upon trust, in the next place, that they the said C. and D., or the survivor of them, his executors or administrators, shall and do by, with, and out of the said trust monies, pay and allow to the said A., for the term of two years, to be computed from the — day of —, (if he shall so long live), for the support of himself and his family, a yearly sum not exceeding the sum of £ —, of lawful English money in any one year, by half yearly payments, the first of such payments to be made on the — day of — next; (the like provision for B.); and in the next place to pay and apply the said trust monies in and towards satisfaction and discharge of the several debts due and owing to the said C. and D., and the several other joint creditors of the said A. and B., parties to these presents of the third part, which in the first schedule hereunder written are set opposite to their respective names, or of so much of the same debts and sums of money as the said trust monies, after payment of such costs, charges, expences, salaries, and sums of money as aforesaid, will extend

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Half the Surplus
in aid of the
separate Estate
of A.

The other Half
in aid of B.'s
separate Estate.

Trustees to have
no Priority.

Assignment of
the separate
Estate of A.

Declaration of
the Trusts of
A.'s separate
Property.

To keep on foot
certain Policies
of Insurance,

to pay, (nevertheless the same to be in full satisfaction of the whole of the said debts and sums of money), by an equal pound rate, according to the amount of the several debts or sums of money aforesaid, without any preference or priority whatsoever; and in case there shall be any surplus of the said trust monies, after full payment and satisfaction of such costs, charges, and expences, salaries, and sums of money as aforesaid, and of the whole of the debts or sums of money due and owing to the said joint creditors parties hereto of the second and third parts, then in trust to stand possessed of and interested in one moiety of such surplus in aid and augmentation of the separate estate of the said A., and to be applied and disposed of upon and for the trusts, intents, and purposes hereinafter expressed and declared of and concerning the monies to arise by the sale of the separate estate of the said A., or upon and for such of them as shall be then subsisting and capable of taking effect; and in trust to stand possessed of and interested in the other moiety of such surplus monies in aid and augmentation of the separate estate of the said B., and to be applied and disposed of, upon, and for the trusts, intents, and purposes hereinafter expressed and declared of and concerning the monies to arise by the sale of the separate estate of the said B., or upon and for such of them as shall be then subsisting and capable of taking effect, (proviso, that naming trustees shall give them no preference or priority —): And this indenture further witnesseth, that in further pursuance of the said recited proposal, and for carrying the same into execution, and in consideration of the premises and of the sum of five shillings of English money to the said A. paid by the said C. and D., at or before the sealing and delivery hereof, (the receipt whereof is hereby acknowledged), he the said A., at the request of the said several creditors, parties hereto, hath bargained, sold, assigned, transferred, and set over, and by these presents doth, &c., unto the said C. and D., their executors, administrators, and assigns, all and singular the monies to arise by the sale of (the property comprized in his separate assignment by a general description), and all and singular the debts and sums of money, securities for money, farming stock, corn, hay, straw, cattle, sheep, horses, farming utensils and implements, plate, linen, china, carriages, and all and singular other the personal estate and effects whatsoever and wheresoever, and of what nature, kind, or sort soever, which he the said A. is possessed of or entitled unto for his separate use, independently of the said copartnership concern, and all the estate &c. and all powers, &c. to have, hold, &c. (usual habendum): And it is hereby agreed and declared (declaration of sale); and it is hereby agreed and declared between and by the said parties to these presents, that the said C. and D. and the survivor of them, and the executor or administrator of such survivor, shall and do stand and be possessed of and interested in the monies to arise by the sale of the said (the property comprised in A.'s recited assignment), and of the monies to be received on account of the rents and profits thereof in the meantime, and until such sale or sales, and also of and in the monies to arise by the sale or disposition of and to be received by and produced from all other the premises lastly hereby assigned or mentioned or intended so to be (after paying and satisfying themselves respectively all the costs, charges and expences of preparing for and making such sales and dispositions, respectively, and attending such collections and receipts as aforesaid) upon and for the trusts, intents, and purposes following; (that is to say) in trust by, with, and out of such monies from time to time, to pay and satisfy the several sums of money requisite or necessary for continuing or keeping on foot the several policies of insurance hereinbefore expressed to be hereby assigned; and in the next place to pay and satisfy the several debts or sums of money due and owing to the separate creditors of the

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to pay the separate Debts of A.

Surplus in aid of the joint Estate.

Ultimate Surplus to A.

Assignment of Debts and Effects from Widow and Daughter of an Insolvent Testator, to the Testator's principal Creditor in part Satisfaction, &c. (1)
Parties.

The Widow and Daughter, 1st.

The Creditor, 2d.

The Trustee, 3d.
Recites the Death of —, having made a Will appointing his Widow sole Executrix.

Recites the Debts due from Testator to Creditor.

By Bonds, &c.
Book Accounts;

and recites the several Sums due to Testator, set forth in the Schedule, &c.

The said I. D. entered a Caveat against said Executrix proving the Will, &c.

said A. parties hereto of the fourth part, and which in the second schedule hereunder written, are set opposite to their respective names, or so much of the said debts lately mentioned as the said monies will extend to pay (nevertheless the same to be in full satisfaction of the said separate debts respectively by an equal pound rate, and according to the amount of the said several separate debts of the said A., without any preference or priority whatsoever: And in case there shall be any surplus of the said trust monies produced by or arising from the separate estate of the said A., after payment of the debts due and owing to his said separate creditors, parties hereto of the fourth part, (subject to the trusts aforesaid for keeping on foot the said policies of insurance), in trust to stand possessed of and interested in such surplus monies, upon such trusts as are hereinbefore declared for the benefit of the joint creditors of the said A. and B. of and concerning their joint co-partnership stock, capital, and property; and in trust to pay the ultimate surplus (if any) arising or to be produced by or from the separate estate of the said A., after full payment and satisfaction of the several debts due and owing to his separate and joint creditors parties hereto, and unto the said A., his executors or administrators. The like assignment and declaration of trusts as to the separate estate of B. Then followed other usual clauses for indemnification of trustees &c., as post 475, 6.

This indenture made, &c. between E. H. of, &c., widow and sole executrix named in the last will and testament of S. H., late of, &c. deceased, and H. H. of, &c. spinster of the first part, I. D. of, &c. of the second part, and T. B. of, &c. of the third part: Whereas the said S. H. departed this life on or about the — day of — last, having first duly made and published his last will and testament in writing, and thereof constituted and appointed the said E. H. sole executrix, who has since duly proved the same in the prerogative court of Canterbury, and taken upon herself the execution thereof: And whereas the said S. H. at the time of his decease was and stood indebted unto the said I. D. in a very considerable sum of money, particularly on a certain bond or obligation of the said S. H. to the said I. D., bearing date on or about the — day of —, which was in the year of our Lord —, in the penal sum of £ —, conditioned for payment to the said I. D., his executors, administrators, or assigns, of the sum of £ —, with lawful interest for the same, in manner and at the time therein mentioned; and also on a certain other bond or obligation of the said S. H. to the said I. D., on or about the — day of — which was in the year of our Lord —, in the penal sum of £ —, conditioned for payment to the said I. D., his executors, administrators, or assigns, of the sum of £ —, with lawful interest for the same in manner therein mentioned: And whereas the said S. H., at the time of his decease was and stood further indebted unto the said I. D. in the sum of £ —, on divers accounts current stated between them, in the life-time of the said S. H., and which said bonds, together with the interest accrued due thereon, and also the amount of the said several accounts current, amount in the whole to the sum of £ —, the whole of which now remains due and owing to the said I. D.: And whereas the said S. H., at the time of his decease, was amongst other things entitled to several sums of money due to him on promissory notes, bills of exchange, bonds, books or other debt, from the several persons, and on the several securities, and in manner mentioned and set forth, as far as can at present be ascertained in the schedule or inventory thereof hereunder written: And whereas also, since the decease of the said S. H., the said I. D. hath entered a caveat in the said

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prerogative court against the said E. H. proving the will of the said S. H., and divers proceedings have been had in that suit by the said I. D. against the said E. H. as executrix as aforesaid, by means whereof the said E. H. is liable to the excommunication of the said court; and under the aforesaid circumstances, she the said E. H. hath requested the said I. D. to stay all proceedings in the said suit, which he hath consented and agreed to on the said E. H. and H. H. assuring unto the said I. D., his executors and administrators, a dividend of five shillings in the pound on the whole of the said debt of £ ——— in manner herein-after mentioned, and which said dividend, at the above rate, will amount to the sum of £ ———, which the said E. H. and H. H. had agreed and do hereby agree to pay, together with lawful interest for the same, on the ——— day of ——— which will be in the year our Lord ———, and the said E. H. hath also as a collateral security, and in further discharge of the said debts so due and owing from the estate of the said S. H. to the said I. D. as aforesaid, consented and agreed to assign over, in manner herein-after mentioned, unto the said T. B. his executors, administrators, and assigns, all the said book debts, bonds, bills, sum and sums of money due and owing to the said estate, from the several debtors of the said S. H., and also all other the estate and effects of him the said S. H., with free power and authority for him the said T. B., his executors, administrators, or assigns, to collect in and receive, and to apply the produce thereof, towards liquidating the said debt of the said I. D., over and besides the said five shillings in the pound so intended to be paid as aforesaid, and as more particularly herein-after mentioned, and the overplus, if any, to be paid to the said E. H., her executors or administrators, for the benefit of the said estate, and the said I. D. had agreed in consideration of such covenant so to pay the sum of £ ———, and of such assignment as aforesaid, to accept the same in full satisfaction and in discharge of his said debt, and to give unto the said E. H. a general release and discharge for the same in manner herein-after mentioned and expressed. Now this indenture witnesseth, that in pursuance and performance of the said recited agreement, on the part of the said E. H. and H. H., for the intent and purpose aforesaid, and in consideration of the said sum of ——— so due and owing from the said E. H. as executrix as aforesaid to the said I. D., and in consideration of the said I. D. staying and putting an end to all proceedings now pending at this suit, against the said E. H. as executrix as aforesaid in the prerogative court, and in consideration also of the sum of five shillings of lawful money of the united kingdom of Great Britain and Ireland, to them the said E. H. and H. H. in hand, at or before the sealing and delivery of these presents by him the said T. B., well and truly paid, the receipt whereof is hereby acknowledged, she the said E. H. hath bargained, sold, assigned, transferred, and set over, and by these presents doth, by and with the consent, special direction, and appointment of the said I. D., testified by his being made a party to and sealing and delivering these presents, bargain, sell, assign, transfer, and set over unto the said T. B., his executors, administrators and assigns, all and singular the estate and effects, wares, and merchandizes, mortgages, judgments, bonds, notes, and interest monies due thereon, debt and debts, sum and sums of money whatsoever, and also all books of account, and all and every the vouchers, papers, and writings whatsoever touching and concerning the same, and which are respectively mentioned and particularized in the said schedule to these presents annexed, as underwritten and set forth, and due and owing and belonging to the estate of the said S. H. deceased, and also all and every other debt and debts, sum and sums of money whatsoever, at the time of the execution of these presents, or in any other manner howsoever, due, owing, or belonging unto him the said S. H., or to his estate, either in his own separate right or jointly with any other person or persons, by or from any

Agreement for Five Shillings in the Pound, payable in Five Years,

with Interest, and as a collateral Security, the said Widow and Daughter assign to Trustee all the Debts due to Testator.

Towards liquidating said debt of said I. D.

Consideration, &c.

Parcels.

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Habendum.

In Trust.

**Power of At-
torney to Trus-
tees irrevocable.**

person or persons whomsoever, and also all and every other sum and sums of money whatsoever, and all and every other part and parts of the estates and effects of him the said S. H., which now or at any time hereafter shall be due and owing, or belonging to him the said S. H., or to which the said S. H. was or might have been, or the said E. H. as executrix as aforesaid is or may become interested or entitled to, or in any manner howsoever, together with all benefit and advantage whatsoever to be had or made of the same; and also all the right, title, interest, property, claim, and demand whatsoever, both at law or in equity, of her the said E. H. as executrix as aforesaid, or of any person or persons in trust for her or for the said S. H. deceased, or for his said estate of, into, or out of the said hereby assigned debts, effects, monies, and premises, and every or any part or parcel thereof; to have and hold, receive, take and enjoy all and singular the debts, monies, and all and singular other the hereinbefore mentioned, and intended to be hereby assigned, premises, and every part and parcel thereof, with their and each, and every of their appurtenances, unto him the said T. B., his executors, administrators, and assigns, in trust nevertheless, and to and for the several uses, trusts, intents, and purposes herein-after mentioned, expressed, and declared of and concerning the same; and for the better and more easy and effectually getting in, recovering, and receiving of all and every the said debt and debts, sum and sums of money in the said schedule mentioned to be due and owing to the estate of the said S. H., she the said E. H. as executrix as aforesaid, hath made, ordained, nominated, constituted, and appointed, and by these presents doth make, ordain, nominate, constitute and appoint the said T. B., his executors, administrators, and assigns, her true and lawful attorney and attornies irrevocable in the name of the said E. H. as such executrix as aforesaid, or in his or their own name or names, or in the names of the executors or administrators of her the said E. H., or otherwise as the case may be, but to, for, and upon the trusts aforesaid, to ask, demand, collect, get in, sue for, recover, and receive, of and from all and every the person and persons to whom it doth, shall, or may appertain or belong, and who stand indebted unto the estate of the said S. H. deceased, or have any of his said estate or effects in his, her, or their hands, whether mentioned in the said schedule hereunto annexed or otherwise appertaining or belonging to the estate of the said S. H., all such sum and sums of money as now is, or are, or shall become due or payable to the said estate, or to the said E. H. as executrix as aforesaid, and all such other part or parts of such estate; and at and upon receipt thereof to give receipts, acquittances, releases, or any other discharges for the same or any part thereof; and on non-payment or non-delivery thereof, or of any part or parts thereof, to sue for and take all lawful ways and means for the obtaining or recovering the same or any part thereof, be the same by attachment, arrest, action, suit, bill, injunction, information, appeal, or any other lawful way or mode of proceeding at law or in equity, or otherwise howsoever, as to him the said T. B., his executors, administrators, or assigns, shall seem meet and requisite, and also, as need or occasion shall be or require, to appeal before any judge or justices in any court of law or equity in Great Britain, Holland, France, and Germany, or wheresoever else the case may require, and then and there in such mode, manner, and form as may be deemed necessary or expedient, to appear, answer, defend, and reply at law or equity in all actions, suits, attachments, bills, complaints, appeals, or information which are now depending, or which shall or may at any time hereafter be brought, commenced, sued, or prosecuted for or on account of this present assignment, or any thing herein contained, and to do every other act, matter, and thing whatsoever, in order to enable the said T. B., his executors, administrators, and assigns, to obtain payment of the said debts and sums of money, and other the estate and effects hereby assigned or to be assigned,

or any part thereof, in the place and stead of her the said E. H., her executors, administrators, and assigns, to the true intent and meaning of these presents, and one or more attorney or attornies, agent or agents under him the said T. B., his executors, administrators, and assigns for the purposes aforesaid, to nominate, substitute, and appoint, and again at his or their will and pleasure, to displace and remove any such attorney or attornies, or agent or agents, and to substitute and appoint any other fit person or persons to be attorney or attornies, or agent or agents, in the room or place and stead of any such attorney or agent so to be displaced; and generally for and in the name of the said E. H., her executors or administrators, to do, perform, and execute all and every or any such other lawful act or acts, thing or things, as shall be judged requisite or expedient for effecting the premises, and that in as full and ample a manner to all intents and purposes whatsoever, as she the said E. H. her executors or administrators might or could do, or have done, if she or they were personally and actually present, and did the same in her or their own proper person or persons, and as if these presents had not been made; she the said E. H. hereby giving, assigning, making over, and transferring to the said T. B., his executors, administrators, and assigns, her and their and each of their full and whole power, dominion, and authority in the premises to every intent and purpose whatsoever, and hereby ratifying, allowing, and confirming, and promising, consenting, and agreeing to ratify, allow, and confirm all and whatsoever the said T. B., his executors, administrators, or assigns, or any of them, or any attorney or attornies, agent or agents under him or them, or by his or their substitution or appointment, shall lawfully do or cause to be done in and about the premises by virtue of these presents: And it is hereby agreed and declared by and between the said parties to these presents, that the said T. B., his executors, administrators, and assigns, shall and will stand possessed and interested of and in all debts, sum and sums of money, and other the estate and effects so to be received, recovered, collected, and got in as aforesaid, upon the trusts, nevertheless, and to, for, and upon the several ends, intents, and purposes herein-after mentioned, expressed, and declared of and concerning the same; that is to say, in trust, that he the said T. B. his executors, administrators, or assigns do and shall, when and so soon as he shall think fit and proper, sell and dispose, or as to him shall seem meet, convert into money, all and singular the said debt and debts and estate, and all other the effects of the said S. H. hereby assigned or mentioned so to be, and every part and parcel thereof, with their, and each and every of their appurtenances, in trust, nevertheless, and to and for the uses, intents, and purposes herein-after also mentioned, expressed, and declared of and concerning the same; that is to say, in trust, that he the said I. D., his executors, administrators, or assigns, do and shall by, with, and out of the monies to arise, or to be received from the said hereby assigned premises, and every part and parcel thereof, in the first place detain and reimburse himself and themselves such costs, charges, demands, damages, and expences whatsoever, which he or they heretofore have sustained, or are now liable to pay, or hereafter shall or may bear, pay, sustain, or be put unto, for, by reason or means, or on account of preparing of these presents, or intermeddling with the said hereby assigned premises or any part thereof, or in or about the trusts hereby in him reposed; and after payment and satisfaction thereof, then in trust to apply the monies so to arise and be received of and from the said hereby assigned premises, and every part thereof, in the payment and satisfaction of the residue of the said debt of the said I. D. so due and owing to him, from the estate of the said S. H. as aforesaid, as far as the same will extend, after deducting the said sum of ——— pounds, so to be paid in manner herein-before in part and herein-after more particularly mentioned, to the intent that he the said T. B., his heirs, executors, administrators, and assigns, and his, their, and every of their lands, tenements, goods, and chat-

Declaration of
Trusts.In the first Place
to reimburse
himself.Then in pay-
ment of Residue
of said Debt due
from the Ter-
rator, after de-
ducting the Sum
so secured to
be paid by
Widow and
Daughter.

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And if any Residue, in Trust for the Widow.

Covenant from the Widow, that she hath not, nor will she prejudice or incumber any the said Securities, or discharge any Action to be brought for Recovery of same.

Covenant for further assigning and assuring, &c.

tals, his, their, and each and every of their attornies, solicitors, agents, officers and servants, who at any time heretofore have been, or hereafter by them, any or either of them, shall or may be employed in, about, touching, or concerning the said trust, or in or about the instituting or defending of any suit or suits or other proceedings, at the suit of or against him the said T. B., in procuring or obtaining the said debts or other the effects of the said S. H. by virtue or means of these presents, may be not only indemnified and saved harmless of and from all costs, charges, demands, damages, and expences whatsoever, which he or they shall or may bear, pay, sustain, or be put unto, by reason or means or on account of the matters aforesaid, or any or either of them, but that the said I. D., his executors, administrators, and assigns, may also be in manner aforesaid secured in the payment of such residue so due as aforesaid on his said debt, as far as the said effects will extend; and as to the residue, if any there shall be, in trust for the said E. H. as executrix aforesaid, for the purposes mentioned in the said will of the said S. H., and to and for no other use, trust, intent, or purpose whatsoever. And she the said E. H. doth hereby for herself, her heirs, executors, and administrators, covenant, promise, and agree to and with the said I. D., his executors, administrators, and assigns, by these presents, in manner following; that is to say, that all and every the debt and debts, sum and sums of money in the said schedule hereunto annexed mentioned to be due and owing to the said E. H. as executrix as aforesaid, by and from the several persons therein named, now are subsisting debts, and stand in full force and virtue; and that neither she the said E. H., nor any other person or persons for her use, or by her order, hath at any time or times heretofore made, done, committed, or suffered any act, matter, or thing, nor shall or will at any time or times hereafter make, do, commit, execute, or willingly suffer, or cause or procure to be made, done, committed, executed, or willingly suffered, any act, matter, or thing whatsoever, whereby or by means whereof to release or discharge the said debts, sum and sums of money, or any or either of them so due and owing unto her the said E. H. as executrix as aforesaid, or any part thereof, or whereby or by means whereof the herein-before mentioned and intended to be assigned premises, or any part thereof, are, is, or shall or may be in anywise prejudiced or otherwise incumbered in any instance however; nor shall or will at any time hereafter receive, release, or discharge the same or any of them, nor shall or will disavow, discontinue, release, or discharge any action or suit which at any time shall be brought or commenced by the said T. B., his executors, administrators, or assigns, for the recovery and receipt of the hereby assigned debts, monies, and premises, or any part thereof, nor revoke or countermand any power or authority hereby given to the said T. B., or otherwise obstruct or hinder the said T. B., his executors, administrators, or assigns, or any or either of them, in recovering, receiving, collecting, and getting the same; but shall and will permit and suffer the said T. B., his executors, administrators, or assigns, or any or either of them, peaceably or quietly to recover and receive all and singular the said debts, sum and sums of money, to and for such use and benefit as aforesaid, hereby ratifying, confirming, and allowing all and whatsoever the said T. B., his executors, administrators, or assigns, or any or either of them, shall do or cause to be done by virtue of these presents: And further, that the said E. H., her executors, administrators, and assigns, at the costs and charges of the said trust estate so hereby assigned as aforesaid, shall and will, from time to time, and all times hereafter, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful acts, thing, and things, conveyances, assignments, and assurances in the law whatsoever, as well for the corroborating and strengthening of these presents, as also for the better and more effectually enabling the said T. B., his executors, administrators, and assigns, to recover and receive all and singular the said hereby assigned debts and monies, and

all and singular the premises herein-before assigned, and every part and parcel thereof, to and for the uses, trusts, intents, and purposes herein-before mentioned, expressed, or declared of or concerning the same, as shall be reasonably advised, devised, or required; and the said E. H., her executors, and administrators, shall and will from time to time, and at all times hereafter, as often as there shall be occasion, upon request and notice to her and them, by the said T. B. or the said J. D. or either of them, their or either of their executors, administrators, or assigns, or any or either of them, render and give her utmost assistance in explaining or making up of the accounts, and in settling any disputes that shall at any time hereafter arise or happen, touching or concerning any of the debts or sum or sums of money whatsoever in the said schedule hereunto annexed mentioned to be due and owing to the said E. H. as executrix as aforesaid, and also in proving, collecting, and getting in the said debts, and in all other matters relative to the execution of the aforesaid trusts, according to the best of her power and ability: And the said E. H. for herself, her heirs, executors, and administrators, and for every of them, doth hereby further covenant, promise, and agree to and with the said T. B., and also to and with the said J. D., their and each and every of their heirs, executors, administrators, and assigns, by these presents, that in case all and every the debt and debts, sum and sums of money, or any other part of the estate or effects of the said S. H. now due and owing or belonging unto her the said E. H. as executrix as aforesaid, or unto the said estate of the said S. H. deceased, are not mentioned in the said schedule hereunto annexed; that then the said E. H., her executors and administrators, upon the request of the said J. D., and at the proper costs and charges of the said trust estate, shall and will from time to time, and at all times hereafter, transfer, assign, and set over all and every such debt and debts, sum and sums of money, and other the estate and effects of her the said E. H. as executrix as aforesaid, as shall happen to be omitted in the said schedule, unto him the said T. B., his executors, administrators, and assigns, to, for, and upon such uses, trusts, ends, intents, and purposes as are herein-before mentioned, expressed, and declared of and concerning the said hereby assigned premises, and to and for no other use, trust, intent, and purpose whatsoever. Provided always, and it is hereby declared and agreed upon by and between all and every the said parties hereto, to be the true intent and meaning of them, and of these presents, that the said T. B., his executors, administrators, and assigns, shall and may, and they are hereby declared to be at liberty, by and with the consent and approbation of the said J. D., to make any composition or compositions with any of the debtor or debtors of the said trust estate, as well for any of the debt or debts, or other the estate or effects to be hereafter assigned by the said E. H. as executrix as aforesaid, in virtue of her covenant herein-before for that purpose contained, and to compromise, adjust, settle, or refer to arbitration any dispute or disputes, suit or suits, which may be found necessary or be thought expedient to institute or defend against any person or persons touching or relating to the estate, effects, or property of the said trust estate hereby assigned or hereafter to be assigned as aforesaid, as fully and effectually to all intents and purposes as she the said E. H., her executors or administrators, or any or either of them, might or could have done if these presents had not been made: And moreover, that the said E. H. and H. H., their heirs, executors, and administrators, for the considerations aforesaid, shall and will on or before the ——— day of ———, which will be in the year of our Lord ——— well and truly pay or cause to be paid unto the said J. D., his executors, administrators, and assigns, the said sum of £ ———, together with lawful interest for the same, being the dividend herein-before agreed to be paid on the whole of the said principal debt of £ ——— according to the said recited agreement, and the true intent and meaning of these

And to assist in the collecting and getting in Debts, &c.

Covenant that if any Debts, &c. be omitted in Schedule, she will assign same upon the Trusts.

Proviso that Trustee may compound, &c.

Refer to Arbitration, &c.

Covenant from Widow and Daughter concerning the Dividend aforesaid.

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**Covenant from
Creditor to ac-
cept the said
Assignment, &c.**

**Release from
Creditor to
Executrix.**

**Covenant to
indemnify Ex-
ecutrix against
further Costs.**

**Proviso for
Trustee to re-
tain Costs out
of Trust Pre-
mises, and the
usual Covenant
for Indemnifica-
tion.**

presents : And the said J. D. for himself, his executors and administrators, doth hereby accept and take the assignment herein-before made of the said trust premises to the said T. B. upon the trusts herein-before mentioned and expressed, and also the covenants herein-before contained for payment of the said sum of £ ——— together with lawful interest for the same as aforesaid, in full satisfaction and discharge of the said sum of ——— so as aforesaid due and owing from the said estate of the said S. H., and also from her the said E. H., as executrix of the said S. H. in respect thereof: And the said J. D. in pursuance and full performance of the said recited agreement, and for the considerations aforesaid, hath remised, released, and for ever quit claimed unto the said E. H., her executors and administrators, and all other the representatives of the said S. H., all and every the said sum of £ ——— now due and owing to him the said J. D. from her the said E. H. as executrix of the said S. H. or his estate ; and also of and from all manner of action and actions, suit and suits, cause and causes of action and suit, both at law and in equity, or otherwise howsoever, which the said J. D. ever had, or which he or his executors or administrators at any time hereafter can, shall, or may have, claim, challenge, or demand, against the said E. H. as executrix of the said S. H. as aforesaid, by reason or on account of the said debt so now due to the said J. D., or of or by reason or on account of any other matter, cause, or thing whatsoever touching the same, from the beginning of the world to the day of the date of these presents: And the said J. D. for himself, his executors, administrators, and assigns, doth hereby covenant, promise, and agree to and with the said E. H., her executors, administrators, and assigns, that he the said J. D., his executors, administrators and assigns, shall and will from time to time, and at all times hereafter, save, keep harmless and indemnified the said E. H., her executors and administrators, and every of them, her and their and every of their goods and chattels, lands and tenements, of, from, and against all costs, charges, damages, and expences whatsoever, which shall or may any way fall upon or be recovered against the said E. H., her executors or administrators, by means or occasion of any action or actions, suit or suits, that shall or may be brought by or prosecuted in the name of her the said E. H., her executors or administrators, for the recovery of any of the said hereby assigned debts and premises, by virtue of these presents, or of any power or authority hereby given unto the said T. B., his executors and administrators: Provided lastly, and it is hereby further agreed and declared by and between all the said parties to these presents, and the true intent and meaning of them, and of these presents, that it shall be lawful for him the said T. B., his executors and administrators, to deduct and retain out of the said trust monies and premises so intended to be hereby vested in him and them as aforesaid, all such costs, charges, damages, and expences, as he, they, or either of them shall necessarily and actually pay, expend, sustain, or be put unto in the execution or management of the several trusts hereby in him and them reposed ; and that the said T. B., his executors and administrators, or any of them, shall not be answerable or accountable for any more of the said trust monies than what shall be by him or them actually received, or come to his or their hands by virtue of the trusts aforesaid, nor for any loss or damage which shall happen by placing the said trust monies in any bank or banker's hands of respectability and credit, or elsewhere, for safe custody, nor with or for any loss or damage which shall or may happen in or about the execution of the aforesaid trusts, without his or their respective wilful default ; and that he the said T. B., his executors, administrators, or assigns, shall only be accountable for his and their own acts, receipts, and defaults respectively ; any thing herein contained to the contrary thereof in anywise, notwithstanding. In witness, &c.

This indenture, tripartite, made, &c. between A. B. of, &c., of the first part, C. D. of, &c. of the second part, and E. F. of, &c. of the third part. Whereas the said A. B., as of Trinity term last, recovered against the said C. D. a judgment in the court of king's bench at Westminster, for the sum of £——, besides costs of suit, upon a bond bearing date the —— day of —— last past, as by the record of the said judgment remaining in the said court of king's bench, relation being thereunto had, may more fully appear: And whereas there is due to the said A. B., for principal and interest upon the said bond, the sum of £——, and also for business done and money paid and expended for the said C. D., the further sum of £——, which said sums of £—— and £—— make together the sum of £——, the said C. D. hath agreed that the said judgment so entered of record as aforesaid shall stand as a security for the whole sum of £——: And whereas the said E. F. hath this day, at the special instance and request of the said C. D., testified by his being a party to and executing these presents, paid unto the said A. B. the said sum of £——, in full satisfaction and discharge of the said judgment: Now this indenture witnesseth, that for and in consideration of the said sum of £—— of lawful money of Great Britain to him the said A. B. in hand paid by the said E. F., at the request and by the direction of the said C. D. testified as aforesaid, at or before the sealing and delivery of these presents, the receipt whereof the said A. B. doth hereby acknowledge, and thereof and of every part and parcel thereof doth fully, freely, and absolutely acquit, release, and discharge the said E. F., his heirs, executors, administrators, and assigns, by these presents, he the said A. B., at the request and by the direction of the said C. D., testified as aforesaid, hath assigned, transferred, and set over, and by these presents doth assign, transfer, and set over unto the said E. F., his executors, administrators, and assigns, the said recited judgment, and all the right, title, interest, property, claim, and demand of him the said A. B. of, in, and unto the said judgment and sum of £——, to have and to hold the said judgment, and to receive and take all the said money therein mentioned, and thereby secured unto the said E. F., his executors, administrators, and assigns. And the said A. B., for himself, his executors and administrators, doth hereby covenant and agree to and with the said E. F., his executors and administrators, that he the said A. B. hath not received all or any part of the money due upon the said judgment, or any satisfaction for the same (save as aforesaid), but that the said judgment is still in force, and not satisfied, vacated, released, or otherwise discharged; and also, that he the said A. B. hath not at any time heretofore done or committed, nor will he, his heirs, executors, or administrators, at any time hereafter do or commit any act, matter, or thing whatsoever, whereby or by means whereof the said judgment, or any action or actions, execution or executions, or other process or proceedings to be had thereupon, shall or may be vacated, released, discontinued, compounded, or otherwise discharged, without the consent of the said E. F., his executors or administrators; but that he the said A. B., his executors or administrators, shall and will permit and allow of all such action or actions, execution or executions, or other process or proceedings, to be had upon the said judgment, and permit and suffer his and their name or names to be made use of therein, as the said E. F., his executors or administrators, shall think fit to sue forth, commence, or prosecute, when and as often as there shall be occasion. (2) And the said E. F. doth hereby, for himself, his heirs, executors and administrators, covenant, promise, and agree to and with the said A. B., his executors and administrators, that he the said E. F., his heirs, executors, or administrators, or

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Assignment of a Bond and Judgment, which Judgment was also a Security for a simple Contract Debt. (1) Principal and Interest now due, and also a Bill for Business done, for which Judgment was to stand as a Security. Assignee advances £—— to Assignor, with Consent of Obligor, testified by his being a Party. Witnesseth. Consideration.

Assignment.

Habendum.

Covenant that Assignor had not received Money due.

Done no Act to incumber or vacate the Judgment.

Agreement to make use of Assignor's Name.

Covenant on the Part of Assignee to indemnify Assignor against Costs.

(1) Montefiore, 30.

(2) There should also be a covenant not to release any action. See post, 461.

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Assignment of a Judgment in the King's Bench, as a Security to the Assignee for having given Security for, and made himself liable to the Payment of several Sums of Money on account of the Assignor and his Partner. (1)

Recites the Judgment; and that the Assignee had made himself liable for Debt of Assignor and his Partner; and that Assignor had agreed to assign the Judgment as a Security for present and future Debts.

Witnesseth.

**Consideration.
Assignment of Judgment.**

Habendum.

Covenant that he had done no Act to incumber.

Power of Attorney.

some of them, shall and will, from time to time, and at all times hereafter, save, indemnify, and keep harmless and indemnified the said A. B., his heirs, executors, and administrators, and his and their lands, tenements, goods, and chattels, of and from all costs, charges, damages, and expences which he may at any time hereafter suffer, sustain, or be put unto for or by reason or means of his or their name or names being made use of in any proceedings to be had upon the said judgment, or in any otherwise howsoever relating thereto. In witness, &c.

This indenture, made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said A. B. did, as of Trinity term last past, in his majesty's court of king's bench at Westminster, obtain a judgment against J. T. of, &c. for £—— and 63s. costs, as by the said judgment now remaining of record in the said court, relation being thereunto had, may more fully and at large appear: And whereas the said C. D. hath, at the request of the said A. B., given security for and made himself liable to the payment of several sums of money to a very considerable amount, for and on the account of the said A. B. and E. F. of, &c., merchant, his partner, being money justly due and owing by them and for their proper debts: And whereas the said A. B. hath agreed to assign over the said judgment, and all benefit and advantage thereof, to the said C. D., his executors, administrators, and assigns, in order further to secure him and them all such sum and sums of money as he or they shall at any time hereafter pay for them the said A. B. and E. F., or either of them, in consequence of his the said C. D. having so made himself so liable as aforesaid, or which he may at any time hereafter make himself liable to pay, together with interest for the same from the respective times of payment, and all such costs, charges, damages, and expences as he or they shall sustain or be put unto on account or in respect of his having so made himself so liable as aforesaid: Now this indenture witnesseth, that in pursuance of the said agreement, and in consideration of the premises, and also for and in consideration of the sum of 5s. of lawful money of Great Britain to the said A. B. in hand well and truly paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said A. B. hath granted, bargained, sold, assigned, and set over, and by these presents doth grant, bargain, sell, assign, and set over unto the said C. D., his executors, administrators, and assigns, all that the said recited indenture, and all benefit thereof, and all the money thereby secured or recoverable thereupon, and all the powers and remedies which he the said A. B. hath or ever had for the recovery of the same, or for suing out execution upon, or otherwise prosecuting the said judgment, to have, hold, and enjoy the said judgment, and all benefit thereof, and the money thereby secured, together with all powers and remedies for the recovery and getting in the same, unto him the said C. D., his executors, administrators, and assigns, to and for his and their own use and benefit, subject only to the covenant by the said C. D. herein-after contained concerning the same. And the said A. B. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said C. D., his heirs, executors, administrators, and assigns, that he the said A. B. hath not at any time heretofore had, made, done, committed or suffered, or caused or procured to be had, made, done, committed, or suffered, any act, matter, or thing whatsoever, whereby or by means whereof the said judgment and premises hereby assigned, or mentioned or intended so to be, is, are, can, shall, or may be assigned, discharged, vacated, or incumbered in anywise howsoever. And for the better and more effectually enabling the said C. D., his heirs, executors, admini-

strators, and assigns, to recover and get in the money due upon and secured by the said judgment, he the said A. B. hath made, ordained, nominated, constituted, and appointed, and by these presents doth make, ordain, nominate, constitute, and appoint the said C. D., his heirs, executors, administrators, and assigns, his true and lawful attorney and attornies, for him and in his name, but to and for the proper use and benefit of him the said C. D., his heirs, executors, administrators, and assigns, subject as aforesaid, to prosecute the said judgment, and to recover the money thereon due, or thereby secured, by such ways and means as to him and them shall seem meet: And further, to do and perform every other act, matter, and thing touching the premises, or that may be attendant thereon, or consequent thereof, as fully and effectually to all intents and purposes as he the said A. B. could or might do were he personally present and did the same, hereby ratifying and confirming all the powers by him herein-before given, and the acts which shall or may be done under or in virtue thereof. And the said A. B. doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant and agree to and with the said C. D., his heirs, executors, administrators, and assigns, in manner following; that is to say, that he the said A. B., his heirs, executors and administrators, shall and will from time to time, and at all times hereafter, permit and suffer his and their names to be used touching the matters aforesaid, when and as occasion shall require, or it may seem expedient for the said C. D., his executors, administrators, or assigns, to use the same; and that neither he or they shall or will revoke this authority, or shall or will release, compound, or in any other manner prejudice, impeach, or delay any act done or hereafter to be done in or about the premises, or that may be expedient or requisite in consequence thereof, but shall and will from time to time, and at all times hereafter, not only ratify and confirm the same, but do whatever else may be requisite for the further and better assurance of the premises. And the said C. D. doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree to and with the said A. B., his heirs, executors, and administrators, that he the said C. D., his heirs, executors, administrators, and assigns, shall and will pay or cause to be paid to the said A. B., his heirs, executors, administrators, or assigns, all such part of the money to be received by him or them from the said judgment, or by virtue of these presents, as shall remain in his or their hands, after having retained to and reimbursed him and themselves thereout all such sum and sums of money, costs, charges, damages, and expences, as he, they, or any of them shall or may actually pay, sustain, or be put unto, to or by reason or means of his the said C. D. having so made himself liable as aforesaid, or which he may at any time hereafter become liable to pay for them the said A. B. and E. F., or either of them, and shall actually and bonâ fide pay. In witness, &c.

Usual Covenant
not to release,
&c.

Provided always, and in order more effectually to provide for the accommodation and security of the several creditors of the said A. and B., it is hereby expressly declared and agreed by and between all the parties hereto, that it shall and may be lawful to and for the said C. and D., or the trustees or trustee for the time being, and acting under these presents, to sign, issue, and deliver to all and every the said creditors, parties hereto of the ——— part respectively, debentures or certificates of acknowledgment for the amount of their several and respective debts provided for and secured to be paid under the trusts and provisions herein-before contained, or for any part or parts of the respective debts or claims of the same several creditors respectively, and which shall be admitted or established to be due, such

Power, in Deed
of Assignment,
for Trustees to
issue Debentures
to Creditors. (1)

debentures to represent the respective debts or sums of money for which the same shall be signed and issued as aforesaid, and to be made payable to the bearer by and out of the respective trust-funds hereby provided and established for the payment of the said debts; but it is hereby expressly declared, that such debentures shall not in anywise extend to or be deemed to charge the person or effects of the trustee or trustees by whom the same shall be signed, or their or his heirs, executors, or administrators respectively, or any of them, or the said A. and B., or their respective heirs, executors, or administrators, or any of them, or the effects of the said copartnership of A. and B., except only according to the trusts and provisions herein-before contained. And it is hereby provided and agreed, and particularly the said several creditors, parties hereto, of the ——— part, do hereby agree, declare, and direct, that the receipt or receipts of the bearer or respective bearers of all or any of the said debentures or acknowledgments to be signed and issued as aforesaid, either in the name or respective names of the creditor or creditors to whom the same shall be issued and delivered, or in the name or names of such bearer or respective bearers thereof, shall effectually discharge the said trustees or trustee for the time being, and the trust-funds and premises hereby established, of and from such dividend or dividends, or sum or sums of money from time to time payable under the trusts aforesaid, in respect of the debt or debts for which such debentures respectively shall be issued, as in such receipt or receipts shall be acknowledged or expressed to be received, without any liability or responsibility on the part of the said trustees or trustee to inquire into the consideration for which such debentures respectively shall or may be had by the respective bearers thereof, or to the application of the monies for which such receipt or receipts shall be given; any thing herein-before contained to the contrary thereof in anywise notwithstanding. And each and every of the said creditors, parties hereto, of the ——— part, doth hereby for himself and herself respectively, and his and her respective heirs, executors, and administrators, and as to and concerning the acts, deeds, and defaults of himself and herself respectively, and his and her respective executors and administrators, and partners, covenant, promise, and agree with and to the said C. and D., their executors, administrators, and assigns, that when and so soon as these presents shall be executed by the said A. and B., and such debentures or certificates shall be signed and issued by the said trustee or trustees for the time being, in manner aforesaid, they the said several creditors, parties of the ——— part, or their respective executor or administrator, or partners, shall and will, immediately on receiving such debentures for the amount of their respective debts, or having the same tendered to them respectively, give and deliver up into the hands of the said trustees or trustee for the time being, or of any person or persons duly authorized by them or him in that behalf, all such bills of exchange and promissory notes drawn, accepted, or indorsed by the said A. and B., and all such other securities whatsoever of or upon the said A. and B., as they the said creditors, parties to these presents, of the ——— part, now hold for the several and respective debts due and owing to them respectively from the said A. and B., or for any part of such debts respectively.

proviso authorizing Trustees to put in Bail for Debtor. (1)

Provided always, that in case the said A. and B., or either of them, or their or either of their joint or separate estates or effects respectively, shall be arrested, attached, seized, or troubled by or on account of their said joint creditors, before all such creditors shall have executed these presents, then and in such case, and as often as the same shall happen, it shall and may

be lawful to and for the trustees or trustee for the time being, or any of them, and they are hereby respectively authorized and empowered to become or to procure bail for them the said A. and B., or either of them, and to contest the debt or debts of any such creditor or creditors, if they the said trustees or trustee shall think fit; and then and in such case the said trustees or trustee for the time being, and such person or persons as they or he shall procure to become such bail as aforesaid, shall be paid, reimbursed, and indemnified, out of the said trust-premises, all such sum or sums of money, costs, charges, damages, and expences as they they shall respectively sustain, pay, expend, or be put unto, for or by reason or on account of their being or procuring such bail, and contesting such debt or debts as aforesaid.

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This indenture, made, &c. between, &c. A., B., and C. (debtors), of the first part; D., E., and F. (three creditors), of the second part; and the several persons, also creditors of the said A., B., and C., who by themselves, their agents, partners, or attornies, have subscribed their names, and affixed their seals, to these presents, of the third part. Whereas the said A., B., and C. lately carried on the business of a ——— in copartnership, in London, under the firm of A., B., and C.: And whereas the said A., B., and C. became and now are justly and truly indebted on the said partnership account unto the several persons, parties to these presents, of the second and third parts, in several sums of money; and the said A., B., and C. are also severally indebted, on their own private and separate accounts respectively, to some of the several persons who are parties to these presents, of the third part, in several sums of money, and a commission of bankrupt has been awarded and issued, and is now in prosecution against the said C., and the said A., B., and C. being at present unable to pay and discharge the full amount of the debts owing by them as aforesaid, it has been proposed and agreed by and between all the said parties to these presents, that the said A., B., and C. should convey and assign all the estate and effects belonging to them on account of their said copartnership; and also, that each of them should convey, assign, and transfer all the estate and effects belonging to him on his own private account, and also his separate property, as far as they are interested therein respectively, unto the said D., E., and F., their heirs, executors, administrators, and assigns, in trust for the purposes herein-after mentioned. And it was also agreed between the said parties hereto, that these presents should contain the powers, provisoes, conditions, declarations, and agreements, hereafter expressed: And whereas by indenture of bargain and sale, and assignment, of three parts, bearing even date with these presents, and made or expressed to be made between the said A., B., and C. of the first part, the said D., E., and F. of the second part, and the said several persons, creditors of the said A., B., and C., who by themselves, or their agents, partners, or attornies, have subscribed their names and affixed their seals, or should subscribe their names and affix their seals thereto, of the third part, and intended to be enrolled in his majesty's court of king's bench at Westminster, all the freehold, copyhold, leasehold, and personal estates and effects of the said A., B., and C., jointly and severally, have been conveyed, assigned, transferred and assured, and covenanted to be surrendered by them according to the nature and quality of the same property respectively, unto and to the use of the said D., E., and F., their heirs, executors, administrators, and assigns, for all the estates and interests of the said A., B., and C. therein; upon trust nevertheless to make sale of the same,

Deed of Trust between Debtors and their joint and several Creditors, one of the Debtors having been declared a Bankrupt, and a Conveyance of the Freehold, and Assignment of Leasehold Property of Debtor, having been made in trust for Sale for Benefit of Creditors. (1)

Trading.

Joint and separate Debts.

Commission of Bankrupt against C.

Insolvency and Agreement to assign.

Recital of Assignment of the joint and separate Property of A., B., and C., in trust for Sale.

(1) From Mr. C.'s MS. 3 vol. page 6.

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Trustees to
stand possessed
of the Trust
Monies.

To retain the
Costs of exe-
cuting the Trust.

To apply the
separate Estate
of each Partner
in payment of
his separate
Debts.

or convert the same into money, in the manner in the now reciting indenture expressed, and to apply and dispose of the surplus money to arise and be received from such sales, and to be collected under such powers as are therein contained, upon the trusts, and for the ends, intents, and purposes thereby referred to, being the trusts, intents, and purposes expressed, declared, and contained in those presents. And the said indenture of bargain and sale was executed by the said A., B., and C., with the privity, consent, and approbation of the several persons, parties hereto, and upon a previous agreement between them to execute these presents. Now this indenture witnesseth, that in pursuance of the said agreement, and for carrying the same into effect, the said several persons, parties to these presents, do hereby declare it to be the true intent and meaning of them, and of these presents, that the said D., E., and F., and the survivor and survivors of them, and the heirs, executors, and administrators of such survivor, shall stand and be possessed of, interested in, and entitled unto all and singular the money to arise by such sale or sales of the said freehold, copyhold, leasehold, and personal estate and effects of the said A., B., and C., as well on their partnership, as on their respective separate accounts, and the debts and sums of money owing to them, and respectively conveyed and assigned, unto and to the use of the said D., E., and F., their heirs, executors, administrators, and assigns, as hereinbefore mentioned or referred, and also of the rents and profits of the said freehold, copyhold, and leasehold estates, in the meantime, and until sale thereof, upon the trusts and for the intents and purposes hereinafter expressed and declared of and concerning the same; (that is to say), upon trust, that the said D., E., and F., and the survivors and survivor of them, and the heirs, executors, administrators, and assigns of such survivor, do and shall, in the first place, deduct, retain, and reimburse, to and for himself and themselves, all such costs, charges, and expences as he or they respectively shall or may sustain, expend, or be put unto in the execution of the trusts by the said indenture of bargain and sale, and assignment bearing even date with these presents, and also by these presents reposed in him or them, and in obtaining the consent to and execution of the same indenture of bargain and sale, and of these presents, and otherwise incidental to the trusts reposed in him or them as aforesaid, and also all the expences which have been incurred, in relation to the affairs and concerns of the said A., B., and C., upon and since the ——— day of ——— last, when they stopped payment, and also all the expences incurred and which shall be incurred preparatory to the execution of these presents, in relation to the same, and also the expences incidental to the sale and disposal of the said estates, goods, chattels, and effects, or to the collecting in or recovering and receiving of the said debts, and in and about the execution of the several trusts by these presents, and by the indenture of bargain and sale, and assignment bearing even date with these presents, reposed in him and them, or otherwise relating thereto; and after payment and satisfaction of the same costs, charges, disbursements, and expences, upon trust that they the said D., E., and F., and the survivors and survivor of them, his heirs, executors, and administrators, do and shall apply all the money which shall be received under or by virtue of the said indenture of bargain and sale, and assignment bearing even date with these presents, and which shall remain after answering the purposes aforesaid, in manner hereinafter mentioned; (that is to say), do and shall apply the clear residue of the proceeds of the separate estate of each of them the said A., B., and C. respectively, or a competent part thereof, in payment of the debts owing by each of them separately, to such of their separate creditors as have executed or shall execute these presents, or to their respective executors, administrators, or assigns, rateably and in proportion to the amount of the debts owing to them respectively, without any priority or preference

of any one or more of them to the others or other of them, until each and every of the said separate creditors respectively, or his or her executors or administrators shall have received the full amount of the debts owing to him, her, or them respectively; and do and shall apply the residue or surplus (if any) of the proceeds of the separate estate of each of them the said A., B., and C., in aid of the partnership fund for the payment of the partnership debts, until each and every of the partnership creditors, who have executed or shall execute these presents, his or her executors or administrators, shall have received the full amount of the debts owing to him, her, or them respectively; and do and shall apply the clear residue of the proceeds of the partnership effects of the said A., B., and C., or a competent part thereof, in payment of the debts owing by them on their partnership account, to such of their joint creditors as have executed or shall execute these presents, or to their respective executors, administrators, or assigns, rateably and in proportion to the amount of the debts owing to them respectively, without any priority or preference of any one or more of them, to any other or others of them, until each and every of the same joint creditors respectively, his, her, or their executors or administrators, shall have received the full amount of the debts owing to him, her, or them respectively; and do and shall apply the surplus (if any) of the share of each of them the said A., B., and C., of and in the said clear proceeds of the partnership effects, in and towards the payment of such of his separate debts, for which provision is hereby made, as shall not have been discharged out of the clear proceeds of his separate estate, in manner and pursuant to the directions herein-before contained in that behalf; and afterwards, and in the next place, do and shall pay to each of them the said A., B., and C., his executors, administrators, or assigns, the clear and ultimate residue or surplus (if any) of the proceeds of his own separate estate, and also the ultimate surplus (if any) of his share of the proceeds of the partnership effects, subject nevertheless to the provision next herein-after contained; (that is to say), in case any one or more of them the said A., B., and C., is or shall become a creditor or creditors of the other or others of them either by having paid or by paying out of the proceeds of his own effects or otherwise, debts or the share of debts payable by the others or other of them, then and in that case, such of them the said A., B., and C., as shall be a creditor or creditors as aforesaid, his or their executors or administrators, shall be entitled to have and receive, out of the surplus or residue which otherwise would have belonged to such of them, as shall be a debtor or debtors as aforesaid, the money which shall be owing to the partner or partners who shall appear to be a creditor or creditors as aforesaid of the partner or partners so indebted as aforesaid, any thing herein-before contained to the contrary thereof in anywise notwithstanding: Provided always, and it is hereby declared and agreed by and between the parties hereto, that unless the commission of bankrupt awarded and issued against the said C. shall be superseded within ——— months, after the day of the date of these presents, the trusts herein-before declared for the benefit of the separate creditors of the said C. shall cease and be void: Provided also, that in case there shall be any sum or sums of money owing, or to be paid by the said A., B., and C., or any or either of them, on bills or otherwise, which are not yet become payable, the said trustee or trustees for the time being shall pay the same sums of money, or a dividend thereon, upon being allowed discount or rebate for the time which shall remain unexpired at the time of the payment of the same sums of money or dividends thereon respectively, in the same manner as if the same debts had been proved or claimed under a commission of bankrupt: Provided also, that it shall and may be lawful to and for the said D., E., and F., and the survivors, and survivor of them, and the executors or administrators of such survivor in his or their discretion, and if he or they shall think proper, and out of the trust, or any other monies which

To apply the Surplus of the separate Estates in aid of the Assets of the joint Estate.

To apply the Partnership Funds in Payment of the Partnership Debts.

To apply the Surplus of the separate Estate in aid of the Assets of the joint Estate.
Ultimate Surplus to Debtors,

subject to the mutual Debts of the Partners.

Proviso for avoiding the Deed as to C. if his Bankruptcy shall not be superseded.

Proviso for paying Bills, &c. by Anticipation, deducting Discount.

Proviso enabling the Trustees to pay off Extents.

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To pay Debts
not exceeding
£ — in the
full.

Trustees em-
powered to com-
pound Debts.

The last Power
may be admitted
or enlarged by
the Creditors at
a general Meet-
ing.

Trustees may
pay in full such
Debts, as by
reason of the
legal Disability
of the Creditors,
cannot be in-
cluded in this
Arrangement.

To set apart the
Amount of Debts
owing to Cre-
ditors abroad.

shall come to his or their possession, under or by virtue of the said indenture of bargain and sale, and assignment bearing even date with these presents, to satisfy and discharge the extents at the suit of the crown, which have been awarded against the property and effects of the said A., B., and C.: And also, after paying thereout all such costs, charges, and expences as are hereafter directed to be raised and paid, to pay the several creditors of the said A., B., and C. whose debts respectively do not exceed the sum of £ — each the full amount of such debts, nevertheless with this restriction, that the proceeds of the partnership effects, as far as the same will extend, shall be applied in payment of such only of the same debts as are owing on account of the said partnership, and that the proceeds of the separate estates of each of them the said A., B., and C., so far as the same will extend, shall be applied in payment of such of the same debts as are owing by each of the said parties respectively, upon his separate account, [but the partnership property, or the proceeds thereof, may by way of loan to the personal estate of the said A., B., and C. be applied in payment and discharge of the money to be levied on the said extents]: And also, that it shall and may be lawful to and for the said D., E., and F., and the survivors and survivor of them, and the executor or administrator of such survivor, if he or they shall see occasion, and in his or their discretion, think it expedient, on the account of the general creditors entitled to the benefit of the said trust estates, to settle and agree with any of the creditors of the said A., B., and C. jointly or separately, whose respective debts do not respectively amount to more than £ —, and to make them such payment or compensation for the same, by way of composition, as they may respectively agree to accept: Provided always, that if at any meeting of the creditors, to be convened for the purpose by fourteen days notice in the London gazette, stating the day and place of such meeting, it shall be deemed expedient by the major part in value of the creditors then present, and it shall be then and there resolved and determined upon, that the power and provision lastly herein-before contained, shall be released and abandoned, or shall be enlarged and extended, as to the amount of the debts to be comprehended within such provision, then and in such case the same shall be either released and abandoned by the said trustee or trustees, and shall thenceforth cease and be void to all intents and purposes whatsoever, but without prejudice to any composition or agreement, previously made under or by virtue of the same provision, or as the circumstances of the case shall require, or the trustees or trustee for the time being shall be at full liberty and have full power and authority to act under such enlargement or extension of the said power of compounding debts, as the case may be: And it is hereby further provided, declared, and agreed, by and between the parties to these presents, that it shall and may be lawful to and for the said trustees or trustee for the time being, in his or their discretion, and if they or he shall see occasion to pay to, or for all or any of the creditors of the said A., B., and C., either jointly or separately, who by reason of infancy, or other disability cannot legally or without a breach of trust accede to these presents, so as to carry the same into effect, according to the rules of law and equity, the full amount of the debts owing to the same creditors respectively; and also to appropriate and set apart the amount of the debts owing to such of the creditors of the said A., B., & C. as are resident in India, or in parts beyond the seas, and who shall not, before a final dividend shall be made of the proceeds of the said trust estates, accede to and execute these presents, either in person or by their agents or attornies having authority for that purpose; and finally, if it shall be deemed necessary or expedient to pay such creditors respectively, either the full amount, or as the case shall require, a part of the money so appropriated as to the trustees or trustee for the time being, shall appear most advisable with a view to the performance,

and finally closing of the trust accounts ; and upon making a dividend of the proceeds of the said trust estates, to retain any sum or sums of money which shall or may be necessary to insure the full amount of the debts in respect of which such appropriation is to be made, but the balance or surplus (if any) of the money so to be appropriated, shall, after satisfying the debts of the creditors abroad, or so much of the same debts as the trustees or trustee for the time being shall in their discretion think proper to satisfy, be applied in the same or the like manner as the residue of the proceeds of the said trust estates, subject nevertheless to the proviso hereinafter contained ; and it is hereby declared, that all the debts owing by the said A. B. and C., as well on their partnership as on their private and separate accounts, shall be verified and proved by the affidavit of the several creditors, stating the amount and consideration of the same, to be sworn before a master or master extraordinary in chancery, or a magistrate of the county, city, or district in which the party shall reside, if the trustees or trustee for the time being, or any three or more of the creditors whose debts shall amount to £100, each shall require the same : Provided always, that notwithstanding any thing herein-before contained, unless there shall be such objection as aforesaid by or on the part of three or more such creditors as aforesaid, whose debts respectively shall amount to £100 each or upwards, it shall and may be lawful to and for the said trustees or trustee for the time being to admit any person or persons a creditor or creditors under or by virtue of these presents, for any debt or debts claimed by him, her, or them, of the said A. B. and C., either separately, or as such partners as aforesaid, or any or either of them, upon such evidence as they the said trustees or trustee shall think reasonable ; and also to compromise, settle, and ascertain the amount of the debt or debts claimed by the said creditor and creditors respectively, and also the fund upon which the party or parties is or ought to be deemed a creditor or creditors ; and also to separate, distinguish, and allot the separate property from the partnership property, according to the best of his and their judgment and discretion, and to settle, ascertain, and adjust the state of the accounts as between the partners, for the purpose of dividing the final and ultimate surplus or residue (if any) between them or their respective representatives : Provided always, and it is hereby declared and agreed by and between the parties to these presents, that notwithstanding any thing herein-before contained, any creditor or creditors who has or have any security for his, her, or their debt or debts, or any part thereof, shall and may execute these presents without prejudice to the same security or securities, and with the consent of the trustee or trustees for the time being, shall and may convert the same security or securities into money, and receive a dividend rateably with the other creditors upon so much of the same debt or debts as shall not be answered, satisfied, or paid out of the proceeds of the same security or securities ; and that the trustee or trustees for the time being shall and may, in his or their discretion, compound any debt or debts owing to the said A. B. and C., or to any one or more of them, and accept part thereof, or any security for the same, in full discharge thereof, or give further time for the payment of the same debt or debts, and shall have a discretionary power in refraining to sue for any debt or debts which shall in his or their opinion be deemed bad or desperate, without being answerable for all or any part of such debts, and shall or may sign the certificate of any person or persons indebted to the said A. B. and C., or any or either of them, and who are or shall or may become bankrupts ; and that the trustee or trustees for the time being shall and may make any arrangements he or they shall deem reasonable with any person or persons who does or do or shall or may hold any securities given by the said A. B. and C. jointly, or by any or either of

Debts to be proved on Oath, if required.

Otherwise Trustees to admit Debts on such Proof as they think reasonable.

Trustees to marshal the Assets.

Creditors having Securities may execute and may receive Dividends on the Balance of their Debts.

Trustees may compound.

Trustees may make Arrangements with Creditors holding Securities.

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Trustees may
sell upon Credit,

and sell contin-
gent Interests,
and bad Debts,
&c.

Trustees may
buy in and resell
Property.

Disputed Debts
to be settled by
Arbitration.

Trustees to hire
Counting-
house, and em-
ploy Assistants.

them separately, out of or upon any lands or other property held by them the said A. B. and C., or any or either of them, by way of security, or as a pledge for money, with the view or for the purpose of procuring part of the lands or other property comprized in any mortgage made or security given, to be exonerated or released of and from the security so made or given by them or him thereon, so nevertheless as the trustee or trustees for the time being shall not pay or give any consideration or price for or upon such arrangements beyond the amount or value of the principal monies and interest then due to the person or persons who doth or do or shall or may hold such securities, and the incidental expences attending such arrangement and release; and further, that the said trustee or trustees for the time being shall and may sell all or any part of the trust property for money to be paid at a future day, or upon credit, or for security or securities by way of bills of exchange or otherwise, as the trustee or trustees for the time being shall think advantageous; and shall or may sell or convert into money all contingent interests and securities which cannot immediately be enforced with a prospect of advantage, and all debts which shall be deemed bad or doubtful, or which cannot be collected in within reasonable time, so as to enable the trustee or trustees for the time being finally to close the trust accounts within an early or a reasonable period; and that the said trustee or trustees for the time being shall be at liberty, at any auction or auctions, to buy in all or any part of the trust property which shall be offered for sale; and to resell the same at any future auction or by private contract, without being liable to answer for any loss or diminution of price upon such resale: And it is hereby further agreed and declared by and between the parties to these presents, that in case any doubts or difficulties shall arise in ascertaining the amount of any sum or sums of money due, owing, or payable to any creditor or creditors of the said A. B. and C., either on their partnership or separate account, then and in every such case, the full and exclusive power of ascertaining the amount of the same debt or debts respectively shall be referred to such person or persons as the said trustee or trustees for the time being on the one part, and the creditor or creditors, the amount of whose debt or debts shall be so called in question or disputed as aforesaid on the other part, shall appoint for that purpose, and the award or determination of the person or persons so to be appointed shall be final and conclusive on all persons entitled to any interest or benefit under these presents; and that all differences which shall be or arise respecting the amount of any debt or debts owing to the said A. B. and C. or any one or more of them jointly or severally, or touching or concerning any property claimed as their or any or either of their effects, or belonging specially to any of their creditors, shall be settled in the same or the like manner, if the said trustees shall think it requisite and proper so to settle the same: And it is hereby further provided, declared, and agreed by and between the said parties to these presents, that the trustee or trustees for the time being shall and may, if he or they shall think fit, rent, hire, or take such house or countinghouse, or other place in London, as he or they shall think proper, for carrying on the affairs of the said trust estate, and also employ any or either of them the said A. B. and C., with his or their consent, or any other person or persons, to assist in the management, sale, and disposition and collection of the proceeds of all or any of the property vested in them the said D. E. and F. as hereinbefore is mentioned or referred to; and also to settle the accounts of the said A. B. and C. or any or either of them, and to collect the debts owing to the said A. B. and C. or any or either of them, as well on their joint as on their separate accounts respectively; and also to give and allow to the person or persons so to be employed, such

allowance or salary and such discretionary powers and authorities as the said trustee or trustees for the time being in his or their discretion shall think fit, without being answerable or responsible for the conduct or misconduct of the person or persons so to be employed, or for any loss which shall or may arise to the trust estate by reason of any powers or authorities to be given as aforesaid: And also, that in case it shall be deemed expedient or advisable to commence or defend any action or actions, suit or suits at law or in equity, touching or concerning the said trust estate, the said trustee or trustees for the time being shall and may exercise his or their discretion in commencing or defending the same respectively, and shall and may retain all costs, charges, and expences in anywise relating thereto, by and out of the money which shall be received by him or them by virtue of the trusts aforesaid: And it is hereby agreed and declared by and between all the parties hereto, and each and every of them, that the receipt and receipts of the trustee or trustees for the time being, any or either of them, or of any agent or attorney acting under him or them, by his or their authority, shall be a good and effectual discharge or discharges to the purchaser or purchasers of the estate and effects conveyed and assigned and covenanted to be surrendered by the said indenture of bargain and sale and assignment, bearing even date with these presents, and agreed or intended to be sold, or any of them or any part or parts thereof, and to his, her, or their respective heirs, executors, administrators, and assigns, for such purchase money, or for such part or parts and so much thereof as shall be actually paid, and by such receipt or receipts shall be acknowledged or expressed to be received, so that such partner or partners, or any of them, their or any of their heirs, executors, administrators, or assigns, shall not afterwards be subject or liable to attend or see to the application of such trust monies or any part thereof, nor be responsible or accountable for the misapplication or non-application thereof, or of any part thereof, on any account or pretence whatsoever: And each of them the said D. E. and F., severally and apart from the others of them, doth hereby for himself, his heirs, executors, and administrators, and as to and concerning his own acts, deeds, and defaults of himself, his heirs, executors and administrators, covenant, promise and agree with and to the said — one of the persons, parties hereto of the third part, his executors, administrators, and assigns, in trust for himself and the several other persons, parties hereto of the third part, and their respective executors and administrators, that they the said C. D. and F., or the survivors or survivor of them, his executors or administrators, shall and will from time to time, as soon as conveniently may be after the date hereof, make a dividend or dividends of all monies which shall have been received by them, any or either of them, by virtue or in pursuance of the said indenture of bargain and sale and assignment, bearing even date with these presents unto and among all the creditors of the said A., B., and C., who shall execute or accede to these presents, rateably and in the proportions aforesaid, and according to the several trusts hereinbefore expressed and declared concerning the same, (subject nevertheless to the provisions hereinbefore contained) and shall and will make the first dividend as soon as the money in hand shall be sufficient to pay four shillings in the pound, upon the amount of the debts payable out of the same monies, and a further dividend from time to time, as often as the money in hand shall be sufficient to pay a dividend of ten shillings in the pound, upon the debts payable out of the same money; and that the money which from time to time shall be received on account of the said trust estate, and all bills, and other securities for the same, shall be deposited with Messrs. — bankers, London, in the names or name of the trustees or

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Trustees may
commence or
defend Actions,
&c.

Trustees Re-
ceipts to be
sufficient Dis-
charge to Pur-
chasers.

Covenant from
Trustees to make
Dividends.

Money to be
sent to Bankers.

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**Trustees to
make out and ex-
plain Accounts.**

**Proviso for the
Close of the
Trusts.**

**Trustees may
lend or give the
the Household
Furniture to
Debtors.**

**Covenant that
Debtors have
rendered a full
and true Ac-
count.**

trustee for the time being ; and also shall and will once in every six calendar months, or oftener if they shall think proper, make out a full particular of their accounts in the business of the trust reposed in them as aforesaid, and produce the same for the inspection of all the persons, parties hereto of the third part, at any meeting to be called for that purpose by fourteen days notice in the London gazette ; and at every such meeting shall and will make all such statements, and give all such explanations as shall be required for the elucidation of the same accounts, and shall and will, in the execution of the trusts hereby reposed in them and him, act to the best of their and his skill and judgment for the benefit and advantage of all the persons interested in the same trusts : Provided also, and it is hereby further declared and agreed by and between the said parties hereto, that when all the trusts hereby reposed in the said D. E. and F., and the survivor and survivors of them, his executors, administrators and assigns, shall be fully executed and performed as far as the same, in the opinion of the trustees or trustee for the time being, shall be practicable, the trustees or trustee for the time being shall call a meeting of the creditors of the said A. B. and C. by fourteen days notice, to be inserted in the London gazette for that purpose, and at such meeting shall and will produce their accounts respecting the trusts hereby in them and him reposed for the inspection of the creditors present at such meeting ; and that the major part in value of the creditors who shall be present at any meeting at which the said accounts shall be produced (so as such accounts shall be produced at a meeting convened by fourteen days notice for that purpose in the London gazette), shall have full power by their resolution to allow the same accounts, and that the accounts so allowed by their resolution shall be binding and conclusive on all the parties interested therein ; and that at the meeting which shall be so convened after the trustees or trustee for the time being shall have given notice that they have performed the said trusts as far as the same are practicable, the major part in value of the creditors present at such meeting shall have full power by their resolution to declare the trustees or trustee for the time being fully acquitted and released, and they and he shall accordingly be fully acquitted and released from the trusts hereby and by the said indenture of bargain and sale and assignment bearing even date with these presents reposed in them and him, and the trust accounts finally closed, subject only to the payment by way of final dividend of the money then in hand, and applicable to the trusts hereinbefore decreed of the same, and a final dividend shall be declared and paid accordingly : Provided always, and it is hereby declared and agreed by and between the parties to these presents, as far as they are respectively interested therein, that it shall and may be lawful to and for the said trustees or trustee for the time being under these presents, in their or his discretion and at their or his option, and without any controul, to give and deliver to each or to any or either of them the said A. B. and C. the use for a time to be limited by the said trustees or trustee, or the absolute property of all or any part of the household furniture or linen of each or any or either of them the said A. B. and C., any thing hereinbefore or in the said indenture of even date with these presents contained to the contrary thereof in anywise notwithstanding : And each of them the said A. B. and C. separately and apart from the others and other of them, doth hereby for himself his heirs, executors, and administrators, and as to and concerning the acts, deeds, and defaults of himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said C. D. and F., their heirs, executors, and administrators, that they the said A. B. and C. respectively have, at or before the time of their respective execution of these presents, made a true, full, and faithful disclosure and discovery to the said C. D. and F. of all the estate and effects and property real and per-

sonal belonging to them the said A. B. and C., or any or either of them, as well on the partnership account as on their respective separate accounts respectively; and that they have not nor hath any or either of them concealed, withheld, or embezzled any part or parts thereof respectively; and that the books of account signed by them the said A. B. and C. respectively, and delivered up to the said D. E. and F. or their agent or agents, at the time of the execution of these presents, do contain just and true accounts of all the partnership and private estate, effects, and debts of them the said A. B. and C. respectively, as far as it is in their power to make out the same accounts respectively; and that they the said A. B. and C., each and every of them, shall and will, at any time or times and from time to time hereafter, upon the request of the trustees or trustees for the time being, or of any three of the persons parties hereto of the third part, whose debts respectively shall amount to the sum of £100 or more, make oath of the truth of the amount delivered to them the said D. E. and F. or their agent or agents as aforesaid: And further, that they the said A. B. and C. respectively shall and will, at all times hereafter when thereunto required, make such discoveries in relation to and give such explanations of their said affairs as the said D. E. and F. or the survivors or survivor of them, his executors, or administrators shall require, and shall and will aid and assist the said trustees or trustee for the time being in conducting and managing the concerns of the said trust estate in such manner as to the said trustees or trustee for the time being shall seem reasonable; and that if any or either of them the said A. B. and C. has wilfully concealed or shall wilfully conceal any part of his partnership or private property to the value of £50, or shall be guilty of any wilful breach or default in performance of his covenants herein contained, or any of them, then and in that case, on demand thereof made by any one or more of the said creditors parties hereto of the third part, his, her, or their executors or administrators, the person or persons by whom such concealments, breach, or default has been or shall be made, his or their heirs, executors, or administrators, shall and will answer and pay to all and every the said creditors or creditor respectively, his, her, or their executor, administrator, or assigns, the full amount of the debts owing to the same creditor or creditors respectively, or so much thereof as shall not have been previously received by him, her, or them under the trusts hereinbefore declared and contained, [so that the same creditor or creditors shall receive the full amount of the debt or debts due to them respectively]: And this indenture further witnesseth, in consideration of the several covenants, and also of the conveyance and assignments made and entered into by the said A. B. and C. as hereinbefore mentioned, they the said several persons, parties to these presents of the third part, have and each and every of them hath given and granted, and by these presents do and each and every of them doth give and grant unto each and every of them the said A. B. and C., from and after the execution of these presents thenceforth, until the trustees or trustee for the time being by any writing under their or his hands or hand respectively, to be endorsed on these presents, or a duplicate thereof, shall declare this licence to be determined, and at an end, full and free liberty, licence, and safe conduct, power and authority to go about, attend to, follow, and negotiate any affairs, business, matters, or thing whatsoever, to or at any place or places whatsoever, in England or Scotland, without any let, suit, trouble, arrest, attachment, or other impediment to be offered, made, or done, unto or against them the said A. B. and C., or any or either of them, or their or any or either of their wares, goods, monies, merchandize, or effects whatsoever by them the said several persons, parties to these presents of the third part, or any or either of them, or their or any or either of their executors, administrators,

And assist the Trustees.

Debtors to pay Debts in full in case of Concealment.

Letter of Licence.

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**In case of Suit,
this Deed to be
pleaded as a
Release.**

**On Certificate
of Conformity,
Debtors to be
discharged from
their Debts.**

**Debtors on
obtaining Trus-
tees Certificate
of a full Dis-**

or assigns, or their or any other partner or partners, or by their, or any or either of their order, means, or procurement: And each and every of them the said several persons, parties to these presents of the third part, doth hereby for himself, his heirs, executors, administrators, and his partner and partners, grant to the said A. B. and C., their executors and administrators, that if the said creditors, or his, her, or their executors or administrators, partner or partners, or any of them, shall molest or interfere with the persons or effects of the said A. B. and C., or any or either of them, otherwise than in the execution of the trusts aforesaid, and contrary to the true intent and meaning of these presents, then the said A. B. and C., or such one or more of them as shall be molested as aforesaid, or whose effects shall be so seized, arrested, prosecuted, attached, detained, taken in execution, or impleaded as aforesaid, or his or their heirs, executors, or administrators, shall thenceforth be, and by these presents he and they is and are clearly and for ever acquitted, exonerated, and discharged of and from all actions, suits, debts, covenants, securities, claims and demands whatsoever at law and in equity of the creditor or creditors by whom the said A. B. and C., or such one or more of them shall be so molested as aforesaid, or by whom his or their estate or effects or any part thereof shall be so seized, arrested, prosecuted, molested, attached, taken in execution, or otherwise impleaded as aforesaid; and that this present letter of licence shall in any or either of the said cases be and operate as a release, and shall and may be pleaded in bar to the said respective debts, and to any persecution, suit, action, attachment, arrest or process whatsoever that shall in the meantime be brought, commenced, sued or prosecuted concerning the same debts against the said A. B. and C., or any or either of them, their or any or either of their executors or administrators, or their or either of their goods, chattels, or effects as aforesaid: And this indenture further witnesseth, that in consideration of the premises and in further performance of the agreement hereinbefore mentioned, all and each and every of the creditors of the said A. B. and C. jointly and severally who have executed or acceded to or who shall execute or accede to these presents have, and each and every of them hath granted, and by these presents do and each and every of them doth grant to the said A. B. and C., and each and every of them, their and each and every of their heirs, executors, and administrators, that when and so soon as the trustees or trustee for the time being under these presents shall by writing under their or his hands or hand, to be endorsed on these presents, certify that the said A. B. and C. have conformed themselves in all respects to their satisfaction, so as to be entitled to be discharged from their debts, then and immediately from and after such certificate shall be endorsed hereon, and signed by the trustees or trustee for the time being, they the said A. B. and C., their executors and administrators, shall thenceforth be absolutely discharged of and from all and singular the debts and sums of money and other demands whatsoever which are now due and owing or secured or payable by or from the said A. B. and C. to the said creditors, parties hereto, in the way of their business, and also upon their private or separate accounts respectively, or upon or by virtue of any security or securities, or any undertaking or other consideration or account whatsoever; and also of and from all and all manner of actions, suits, proceedings, damages, costs, charges and expences, dues, debts, reckonings, accounts, claims and demands whatsoever, which they the said creditors, parties hereto, or any or either of them, now have or hath against the said A. B. and C., as well separately as jointly as partners as aforesaid, on any account whatsoever, antecedent to the date and execution of these presents: And each and every of the creditors, parties to these presents of the third part, doth hereby for himself and herself respectively, and for his and her respective heirs, executors, and administrators, and as to and

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fects not to be
afterwards sued.

concerning and as far only as relates to the acts, deeds, and defaults of himself and herself respectively, and of his and her respective executor and administrator, and partners, covenant, declare, and agree with and to each and every of them the said A., B., and C., severally, distinctly, and apart from the other of them, and with and to the executor and administrator of each and every of them the said A., B., and C. respectively, that in case the trustees or trustee for the time being under and by virtue of these presents shall at any time or times hereafter by any writing under their or his hands or hand to be endorsed on these presents, or the duplicate thereof, certify that any one or more of them the said A., B., and C. hath or have made a full and true discovery and disclosure of his or their estate and effects, to the satisfaction of the said trustees or trustee for the time being, then and in that case, and at any time or times after such last-mentioned certificate shall have been endorsed on these presents, or a duplicate thereof, and signed by the same trustees or trustee, the said creditors, parties to these presents of the third part, or any or either of them, or their executors or administrators, or partners, shall not nor will, for or in respect of any debt or demand now due or owing to them or any or either of them the said parties, or their partners, arrest or attach the person or goods of any or either of them the said A., B., and C., in whose favour such last-mentioned certificate shall have been signed, nor take his or their person or persons, or his or their real or personal property in execution, nor sue him or them in whose favour such last-mentioned certificate shall have been signed in any other manner than for conformity only; and also, that in case and provided the person or persons in whose favour such last-mentioned certificate or certificates shall be signed, shall appear to any action or actions, suit or suits, in which he or they shall be named for conformity, or shall suffer the plaintiff or plaintiffs in such action or actions, suit or suits, to enter (as he, she, or they is and are hereby authorized to do) an appearance, or, as the case may be, file common bail for the person or persons in whose favour such last-mentioned certificate or certificates shall be signed, such plaintiff or plaintiffs shall and will reimburse and pay to the person or persons respectively, in whose favour such last-mentioned certificate or certificates shall be signed, the full amount of all the costs and charges, damages and expences, which shall be incurred or sustained by the person or persons respectively, in whose favour such last-mentioned certificate or certificates shall have been signed, by reason or on account of such actions or suits, or any of them; and further, that in case all or any or either of the same creditors, his, her, or their executors or administrators, or partner or partners, shall sue any or either of them the said A., B., and C., in whose favour such certificate or certificates shall be signed, otherwise than and except for conformity only, or shall arrest or attach any or either of them the said A., B., and C., in whose favour such last-mentioned certificate or certificates shall be signed, or shall take his or their person or persons, goods or chattels, lands or tenements, in execution, contrary to the true intent and meaning of these presents, then and in that case each and either and every of them the said A., B., and C., who shall be so sued or arrested, or whose persons, goods and chattels, lands or tenements, shall be taken in execution, contrary to the true intent and meaning of these presents, shall be released, acquitted, and discharged, and he and they is and are from thenceforth hereby released, acquitted, and discharged, of and from the debt or debts now due and owing from him or them, either solely or jointly with his or their said partners or partner, to the person or persons by whom or at whose suit the person or persons in whose favour such last-mentioned certificate or certificates shall have been signed shall be arrested or attached, except for conformity, or whose person, goods, or chattels, lands or tenements, shall be taken in execution, contrary to the true intent and meaning of these presents: Provided

Debtors having
obtained such
Certificate to be
repaid Expences
if sued for
Conformity.Debtors having
obtained such
Certificate and
being sued, ex-
cept for Con-
formity, to be
released.

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Deed to be
void unless the
Creditors come
in within Two
Months, or if
the Trusts be
found impracti-
cable.

Debtors to re-
ceive the Divi-
dends of Credi-
tors who do not
sign within Two
Months.

The last Pro-
vision not to
extend to
foreign Credi-
tors except with
Consent of
Trustees.
Former Divi-
dends not to be

always nevertheless, and these presents are upon this condition, and it is hereby expressly declared and agreed by and between the said parties to these presents, that unless all the just creditors of the said A., B., and C., jointly and severally, (except the creditors of the said C. seeking relief under the said commission,) shall within two calendar months after the day of the date of these presents execute these presents, or otherwise accede thereto by agreeing to accept a dividend under the same, or in case any difficulties shall within the said time arise in the execution of the trusts hereinbefore contained, and which shall render the execution of the trusts aforesaid impracticable, then and in either of the said cases all the clauses and provisions hereinbefore contained shall, if the trustees or trustee for the time being shall think fit to make a declaration to that effect, to be endorsed on these presents or a duplicate thereof on or before the ——— day of ———, cease, determine, and become void to all intents and purposes whatsoever, any thing hereinbefore contained to the contrary thereof notwithstanding; and the said D., E., and F., or the survivors or survivor of them, his executor or administrator, shall thereupon recover, pay, or assign and deliver to the said A., B., and C., their heirs, executors, or administrators, all the said estates, effects, trust-monies and premises, conveyed and assigned by the said indenture of bargain and sale, and assignment, bearing even date with these presents, first deducting thereout their expences as aforesaid, or shall convey, assign, and pay, or apply the same estates, effects, and monies, as the said A., B., and C., their heirs, executors, or administrators, according to their respective rights and interests therein, shall direct or appoint, and shall reinstate them respectively in the same condition as they would respectively have been in if these presents had not been made or executed, or as near thereto as reasonably may be, and as the existing circumstances will admit: Provided always, and it is hereby further declared and agreed, by and between the parties to these presents, that in case any creditor or creditors of the said A., B., and C., or the executors or administrators of the same creditor or creditors, (except creditors labouring under such disability as aforesaid, and except creditors seeking relief under the said commission of bankrupt, and except such creditors as the said trustees shall pay or settle or compound with, pursuant to the power hereinbefore contained), shall, for the space of two months after notice for that purpose to be given to the same creditor or creditors, his, her, or their executor or administrator, by the said C., D., and F., or any one or either of them, their or any one or either of their executors or administrators, agents or attornies, refuse, neglect, or decline to execute these presents, or to accede to the same, then and in that case the creditor or creditors so refusing, neglecting or, declining, his, her, or their executors or administrators, shall be excluded of and from all or any benefit of or under any of the trusts hereinbefore declared, expressed, or contained; and all such and so many of them the said A., B., and C., as shall be the debtor or debtors of the same creditor or creditors, or his or their executors or administrators, shall be entitled to stand in the place of the same creditor or creditors respectively, and to have the same or the like benefit under the trusts hereinbefore contained, as if the same creditor or creditors, his, her, or their executors or administrators, had executed these presents: Provided always, that the provision lastly hereinbefore contained shall not extend nor be construed to extend to any creditor or creditors resident abroad, the amount of whose debt or debts shall be retained or appropriated as hereinbefore is mentioned and appointed, unless such notice as last aforesaid shall be given, with the concurrence of the trustees or trustee for the time being, to be testified by their or his joining therein: Provided always, that no person or persons shall be entitled to be admitted a creditor or creditors under the trusts hereinbefore con-

disturbed by
subsequent
claims of cre-
ditors.Proviso for
Appointment of
new Trustees.

tained, unless notice shall have been given of his, her, or their debt or debts, before a final dividend shall be made under the trusts hereinbefore declared; and that all persons who shall be admitted creditors after a first or any subsequent dividend shall have been made, shall be admitted creditors upon the terms only of not disturbing any former dividend or dividends, nevertheless with a right to be placed on a footing with the other creditors, or as near as may be without disturbing such former dividend or dividends: Provided always, and it is hereby further agreed and declared, by and between the parties to these presents, that in case the said C., D., and F., or any or either of them, shall happen to depart this life, or desire to be discharged from the trusts in them and him respectively reposed by these presents, and by the said indenture of bargain and sale, and assignment bearing even date with these presents, or shall become incapable to act in the same trusts at any time before the same trusts shall be fully performed and executed, then it shall and may be lawful to and for the major part in value of the creditors of the said A., B., and C., parties hereto (1), or any or either of them, who shall be present at any general meeting or meetings to be convened by fourteen days notice in the London gazette, to nominate and appoint any other person or persons to be a trustee or trustees for the purposes aforesaid in the room or stead of them the C., D., and F., or any or either of them so dying, desiring to quit or be discharged from or becoming incapable to act in the said trusts, and so and in like manner from time to time, as often as there shall be occasion, to nominate or appoint any other person or persons to be a trustee or trustees for the purposes aforesaid, in the room or stead of the present or any succeeding trustee or trustees who shall happen to die, or desire to quit and be discharged from, or shall become incapable to act in the said trust; and that when and so often as any new trustee or trustees shall be nominated and appointed as aforesaid, the trustee or trustees for the time being shall convey, assign, and assure the said several premises by the said indenture of even date herewith conveyed and assured, and covenanted to be surrendered as aforesaid, or so much thereof respectively as shall remain unsold and undisposed of as aforesaid, and pay all such of the trust monies aforesaid, as shall then remain in his or their hands, after deducting thereout his and their own reasonable expences in and about the execution of the trusts, or otherwise touching or concerning the premises up to that time, so and in such manner that the same may be legally and effectually vested in the continuing trustee or trustees and the new trustee or trustees jointly, or in the new trustees wholly, as the case shall happen, upon the several trusts, and to and for the intents and purposes hereinbefore declared or expressed, or such of them as shall be then subsisting and capable of taking effect; and such new trustee or trustees shall afterwards act in the management and execution of the same trusts in such and the same manner, to all intents and purposes, and be vested with and subject to the same powers and authorities as if he or they had been originally by these presents and by the said indenture of bargain and sale, and assignment, bearing even date herewith, named a trustee or trustees for the purposes aforesaid, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding; and that such new trustee or trustees, together with such continuing trustee or trustees, (if any,) shall be competent, and have full power to settle and adjust, and allow the account or accounts of the trustee or trustees so dying or desiring to be discharged, or becoming incapable to act, and that the same accounts, when so settled and allowed, shall be final and conclusive on all parties entitled to any benefit under the trusts hereinbefore expressed

(1) Or where the creditors repose confidence to appoint the new trustees, so as to avoid the in the trustees, the power may be for the latter trouble of convening a meeting of creditors.

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Chap. XVIII.

Trustees only
to be liable for
their wilful and
personal De-
faults.

Trustees to be
allowed their
Expences.

In cases unpro-
vided for, or
being doubtful,
a general Meet-
ing of Creditors
to be called.

Doubts as to the
Construction of
this Deed to be
decided by cer-
tain Counsel.

and declared: Provided always, and it is hereby declared and agreed, by and between all the parties to these presents, that the said several trustees hereby nominated and appointed, and to be nominated and appointed as aforesaid, and each and every of them, and the heirs, executors, administrators, and assigns of them and every of them respectively, shall be charged and chargeable only for such monies as the same trustee or trustees respectively shall actually receive by virtue of the trusts hereby reposed in him or them, notwithstanding his, their, or any of their giving or signing, or joining in giving or signing any receipt or receipts for the sake of conformity, and that any one or more of them shall not be answerable or accountable for the other or others of them, but each and every of them only and respectively for his own acts, receipts, neglects, or defaults respectively, nor for omitting or refraining to sue for any debt or debts as aforesaid; and that they or any or either of them shall not be answerable or accountable for any banker, broker, or other person with whom or in whose hands any part of the said trust monies shall or may be deposited or lodged for safe custody, or otherwise in the execution of the trusts hereinbefore contained, or for any person or persons who shall be employed to assist them as aforesaid in the execution of the said trusts, or for any agent, clerk, solicitor, attorney, or servant, or other person to be employed by him or them, in the execution, conduct, or management of the same trusts, or for any other misfortune, loss, or damage which may happen in the execution of the aforesaid trusts, or anywise relating thereto, except the same shall happen by or through his or their own wilful default respectively; and then and in that case each person respectively shall singly and alone be accountable for such loss or damage as shall arise from his own default: And also, that it shall and may be lawful to and for the said trustees, in these presents named, and such future trustee or trustees to be appointed as aforesaid, and every or any of them, their and every of their heirs, executors, administrators, and assigns, by and out of the monies which shall come to his and their respective hands, by virtue of the trusts aforesaid, to deduct, retain, and reimburse himself and themselves, and to allow to his and their co-trustees or co-trustee, all costs, charges, damages, expences, fees to counsel for advice, and other disbursements, as he or they, or any of them, shall or may suffer, sustain, expend, disburse, lay out, be at or incur, in or about the execution of the said trusts, or in relation thereto: Provided always, and it is hereby declared and agreed, by and between the parties to these presents, that in case a question, matter, or thing shall arise in the management, regulation, or conduct of the affairs of the said A., B., and C., or any or either of them, which is not expressly or clearly and distinctly provided for by these presents, and by the said indenture of bargain and sale, and assignment, bearing even date herewith, or in case the said trustees or trustee for the time being shall not be able to determine and agree upon the course of conduct to be pursued in the management, regulation, or conduct of the said trusts, then and in such case it shall and may be lawful to and for the said C., D., and F., or the trustee or trustees for the time being under these presents, to call a meeting of the creditors of the said A., B., and C., by fourteen days notice in the London gazette, and to submit such question, matter, or thing to the consideration of the creditors who shall or may be present at such meeting, and that the determination of the major part in value of the creditors present at such meeting respectively, on the matters which may be so submitted to them, shall be binding and conclusive on all parties entitled to any benefit under the trusts hereinbefore expressed and declared, and the trusts shall be managed and conducted accordingly: And further, if any question shall arise upon the true construction of these presents, or of any clause or provision herein contained, the same question shall be submitted to A. A., B. B., and C. C., of Lincoln's Inn,

esquires, or the survivors or survivor of them, or to such other person as they or the survivors or survivor of them shall nominate, for their or his opinion; and the opinion of them, or any two of them agreeing in their opinion, shall be final, binding, and conclusive on all parties interested in the trusts hereinbefore contained, so nevertheless as such opinion shall be taken by or at the instance of the trustee or trustees for the time being, and of the major part in value of the creditors who shall be present at a meeting convened for that purpose, by fourteen days notice in the London gazette: And each and every of the creditors, parties to these presents, severally, separately, and apart from the others of them, doth hereby, for himself and herself respectively, and his and her respective heirs, executors, administrators, and partners, covenant with the said C., D., and F., their executors and administrators, that in case any one or more of the trustees for the time being, his or their executors or administrators, shall sustain or incur any costs, losses, charges, damages, or expences, by reason or on account of the acceptance or execution of the trusts hereinbefore contained, or any act relating thereto, then and in that case each of them the said creditors, parties to these presents of the third part, his heirs, executors, or administrators, when thereunto required by the trustee or trustees for the time being, his or their heirs, executors, or administrators, shall and will answer and pay to the trustee or trustees for the time being, his or their heirs, executors, or administrators, such sum or sums of money as shall be the proportion of each of the creditors respectively, of the same losses, costs, charges, damages, and expences; and that such proportion shall be estimated by the full amount of all the debts due to the creditors respectively, who are or shall become parties to these presents, by executing or acceding to the same, so that each creditor so executing or acceding to these presents, his or her executors or administrators, shall contribute in proportion to the debt due to him or her respectively, when compared with the full amount of the debts owing to all the creditors who shall execute or accede to these presents: Provided always, and notwithstanding all or any of the provisions hereinbefore contained, the said A., B., and C. shall, as to the balance of the accounts subsisting or to arise between them as partners, or on account of the partnership, either by any payments made, or herein-after to be made, by any or either of the said partners, or out of his or their effects, beyond his or their proportional part or parts, be in the same situation in all respects, and have the same or the like remedies, as near as may be, as he or they respectively would have had as to and against any one or more of them, his or their heirs, executors, or administrators, in case they had all become bankrupts, and had been all declared bankrupt under a joint commission of bankruptcy against them, and each of them had severally obtained his certificate under the same commission of bankruptcy; [and their effects, which are vested in the trustees of these presents by the said indenture bearing even date with these presents, had been sold under such commission of bankruptcy, and the produce thereof had been applied and disposed of by the said trustees, as assignees under such commission of bankruptcy]; so that, on the one hand, no one or more of them, the said A., B., and C., his or their heirs, executors, or administrators, may remain liable to the other or others of them, his or their heirs, executors, or administrators, for any debt or duty which would have been discharged or relieved by such bankruptcy and commission thereon, and certificate thereunder; and so that, on the other hand, no one or more of them, his or their heirs, executors, or administrators, may be discharged from any debt or duty to which he or they would have been liable in case of such bankruptcy, and commission thereon, and certificate under the same. In witness, &c.

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CHAP. XIX.

Forms relative to Bankrupts and Insolvent Debtors.

These are already printed in the valuable Treatises of Mr. Cook and Mr. Montague ; and see Chitty on Bills, Appendix ; therefore, no Forms are here given.

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